Table of Contents

As filed with the Securities and Exchange Commission on August 23, 2004

Registration No. 333-

SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM S-3

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

NU SKIN ENTERPRISES, INC.

(Exact Name of Registrant as Specified in its Charter)

Delaware	**87-0565309**
(State or Other Jurisdiction of Incorporation or Organization)	(I.R.S. Employer Identification Number)

75 West Center Street
Provo, Utah 84601
(801) 345-1000
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

M. Truman Hunt
Chief Executive Officer
Nu Skin Enterprises, Inc.
75 West Center Street
Provo, Utah 84601
(801) 345-1000
(Name, address, including zip code, and telephone number, including area code, of agent for service)

With copies to:

D. Matthew Dorny, Esq.	**Kevin P. Kennedy, Esq.**
Nu Skin Enterprises, Inc.	**Simpson Thacher & Bartlett LLP**
75 West Center Street	**3330 Hillview Avenue**
Provo, Utah 84601	**Palo Alto, California 94304**
(801) 345-1000	**(650) 251-5000**

Approximate date of commencement of proposed sale to public: As soon as practicable after the effective date of this registration statement.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box. ☐

If any of the securities being registered in this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, please check the following box. ☒

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If delivery of the prospectus is expected to be made pursuant to Rule 434, please check the following box. ☐

CALCULATION OF REGISTRATION FEE

Title of each Class of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price(1)	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Class A Common Stock, par value $0.001 per share	1,500,000 shares	$25.66 per share	$38,490,000	$4,876.68

(1) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(c) under the Securities Act of 1933 based upon the average of the high ($25.90) and low ($25.42) prices of the registrant's Class A common stock on August 18, 2004, as reported on the New York Stock Exchange Composite Tape.

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until this registration statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

Table of Contents

The information in this prospectus is not complete and may be changed. The selling stockholders may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and neither we nor the selling stockholders are soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED AUGUST 23, 2004.

PROSPECTUS

1,500,000 Shares
Class A Common Stock

The 1,500,000 shares of our Class A common stock covered by this prospectus were initially sold in a private placement transaction on July 30, 2004. We will not receive any of the proceeds from the resale by the selling stockholders of their shares of Class A common stock.

Our Class A common stock is listed on the New York Stock Exchange under the symbol “NUS”. On August 19, 2004, the last reported sale price of our Class A common stock as reported on the New York Stock Exchange was $25.97 per share.

Investing in our Class A common stock involves a high degree of risk. For a discussion of the risks relevant to an investment in our Class A common stock, please refer to the “ Risk Factors” section of this prospectus beginning on page 5.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

The date of this prospectus is , 2004.

TABLE OF CONTENTS

WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and current reports, proxy statements and other information with the Securities and Exchange Commission. Our SEC filings are available to the public over the Internet at the SEC's website at http://www.sec.gov. You may also read and copy any document we file with the SEC at its public reference facilities, which are located at 450 Fifth Street, N.W., Washington, D.C. 20459, and obtain copies of our filings at prescribed rates by writing to the Public Reference Section of the SEC at 450 Fifth Street, N.W., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the operation of the public reference facilities. In addition, you may look at our filings at the offices of the New York Stock Exchange, Inc., which are located at 20 Broad Street, New York, New York 10005. Our SEC filings are available at the NYSE because our Class A common stock is listed and traded on the NYSE under the symbol "NUS". We also have a website (www.nuskinenterprises.com) through which you may access our filings. Information contained on our website, however, is not and should not be deemed a part of this prospectus.

INCORPORATION BY REFERENCE

We "incorporate by reference" into this prospectus some of the information that we file with the SEC, which means that we can disclose important information to you by referring you to those filings. Any information contained in future SEC filings that are incorporated by reference into this prospectus will automatically update this prospectus, and any information included directly in this prospectus updates and supersedes the information contained in past SEC filings incorporated by reference into this prospectus. Unless specifically stated to the contrary, none of the information that we disclose under Item 9 or 12 of any current report on Form 8-K that we may, from time to time, furnish to the SEC will be incorporated by reference into, or otherwise included in, this prospectus. The information incorporated by reference, as updated, is an important part of this prospectus. We incorporate by reference the following documents:

- our current report on Form 8-K (file no. 001-12421) filed on July 27, 2004;
- our quarterly report on Form 10-Q (file no. 001-12421) for the quarter ended June 30, 2004;
- our quarterly report on Form 10-Q (file no. 001-12421) for the quarter ended March 31, 2004;
- our annual report on Form 10-K (file no. 001-12421) for the fiscal year ended December 31, 2003;
- the description of our Class A common stock in our registration statement on Form 8-A (file no. 001-12421) filed with the SEC on November 6, 1996 (as such description is updated by the description contained in the "Description of Capital Stock" section of this prospectus); and
- all documents that we file with the SEC pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 after the date of this prospectus and prior to the completion of the resale of the shares of the Class A common stock by the selling stockholders pursuant to this prospectus.

You may request a copy of these filings, at no cost, by writing to our Investor Relations Department at 75 West Center Street, Provo, Utah 84601 or calling our Investor Relations Department at (801) 345-1000.

You should rely only on the information incorporated by reference or provided in this prospectus or a prospectus supplement or amendment. We have not authorized anyone else to provide you with different information. We are not making an offer of these securities in any state where the offer is not permitted. You should assume that the information appearing in this prospectus or a prospectus supplement or amendment or any documents incorporated by reference therein is accurate only as of the date on the front cover of the applicable document. Our business, financial condition, results of operations and prospects may have changed since that date.

PROSPECTUS SUMMARY

This summary may not contain all of the information that may be important to you. You should read this summary together with the entire prospectus, including the "Risk Factors" section, and the documents incorporated by reference into this prospectus, including the more detailed information in the financial statements and the accompanying notes contained in our annual report on Form 10-K for the year ended December 31, 2003 and our quarterly reports on Form 10-Q for each of the quarters ended March 31, 2004 and June 30, 2004. For ease of reference, throughout this prospectus, we use the terms "we," "us" and "our" to refer to Nu Skin Enterprises, Inc. and, unless it is otherwise evident from the context, its subsidiaries.

Our Business

Nu Skin Enterprises is a leading, global direct selling company. We develop and distribute personal care products and nutritional supplements that are sold worldwide under the Nu Skin and Pharmanex brands. We also market technology products and services and a line of home care products under the Big Planet brand. We are one of the largest direct selling companies in the world with 2003 revenue of $986 million and, as of June 30, 2004, a global network of approximately 808,000 active independent distributors and preferred customers. Approximately 31,000 of these active distributors had achieved executive distributor status. Our executive distributors play an important leadership role in our distribution network and are critical to the growth and profitability of our business. We operate in more than 30 countries throughout Asia, the Americas and Europe, and we recognized approximately 89% of our revenue in markets outside the United States in 2003, with our Japanese operations accounting for approximately 57% of our revenue. Because of the size of our foreign operations, our operating results can be negatively impacted by such factors as weakening of foreign currencies, regulatory issues and poor economic or political conditions in those markets.

We develop and market branded consumer products that we believe are well suited for direct selling. Our distributors market and sell our products by educating consumers about the benefits and distinguishing characteristics of our products and by providing personalized customer service. Through dedicated research and development, we continually develop and introduce new products and enhance our existing line of products to provide our distributors with a differentiated product portfolio. We believe that we are able to attract and motivate high-caliber independent distributors because of our focus on developing innovative products, our attractive global compensation system and our advanced technological distributor support. The direct selling and nutritional supplement industries, however, are subject to extensive governmental regulations throughout the world, which impose some restrictions on our business and create the risk that we could be fined or have our operations suspended if we fail to comply with these regulations.

Corporate Information

We are incorporated in the State of Delaware. Our principal executive offices are located at 75 West Center Street, Provo, Utah 84601. Our telephone number at that address is (801) 345-1000. Our corporate website is located at http://www.nuskinenterprises.com. Our product division websites are located at http://www.nuskin.com, http://www.pharmanex.com and http://www.bigplanet.com. Information contained on our websites does not constitute part of this prospectus.

RISK FACTORS

Investing in our Class A common stock involves a high degree of risk. Before making an investment decision, you should carefully consider the risks described below, together with all of the other information included or incorporated by reference into this prospectus. Our business, financial condition or results of operations could be harmed by any of these risks. The trading price of our Class A common stock could decline due to any of these risks, and you may lose all or part of your investment.

Risks Related to Our Business

Currency exchange rate fluctuations could lower our revenue and net income.

In 2003, we recognized approximately 89% of our revenue in markets outside of the United States in each market's respective local currency. We purchase inventory primarily in the United States in U.S. dollars. In preparing our financial statements, we translate revenue and expenses in foreign countries from their local currencies into U.S. dollars using weighted average exchange rates. If the U.S. dollar strengthens relative to local currencies, particularly the Japanese yen inasmuch as we generated approximately 57% of our 2003 revenue in Japan, our reported revenue, gross profit and net income will likely be reduced. Given our inability to predict the degree of exchange rate fluctuations, we cannot estimate the effect these fluctuations may have upon future reported results or our overall financial condition. Although we attempt to reduce our exposure to short-term exchange rate fluctuations by using foreign currency exchange contracts for the Japanese yen, we cannot be certain these contracts or any other hedging activity will effectively reduce exchange rate exposure. In addition, there is the risk that the Chinese government may allow the Yuan to float against the U.S. dollar, which would result in exchange rate risk for our Chinese business.

Because our Japanese operations account for a majority of our business, any adverse changes in our business operations in Japan would harm our business.

Approximately 57% of our 2003 revenue was generated in Japan. Various factors could harm our business in Japan, such as worsening economic conditions. Economic conditions in Japan have been poor in recent years and may worsen or not improve. Many of our competitors have seen their businesses in this market contract in the last few years. The volume of goods sold through the direct selling channel has decreased from $26.2 billion in 1998 to approximately $24.5 billion in 2002, we believe primarily as a result of difficult economic conditions. We believe our operating results have been negatively impacted in the past in part because of economic conditions. Continued or worsening economic and political conditions in Japan could further impact our revenue and net income. In addition, we also face significant competition from existing and new competitors in Japan. Our financial results would be harmed if our products, business opportunity or planned growth initiatives fail to retain and generate continued interest and enthusiasm among our distributors and consumers in this market.

If we are unable to retain our existing independent distributors and recruit additional distributors, our revenue will not increase and may even decline.

We distribute almost all of our products through our independent distributors, and we depend on them to generate virtually all of our revenue. Our distributors may terminate their services at any time, and, like most direct selling companies, we experience high turnover among distributors from year to year. As a result, in order to maintain sales and increase sales in the future, we need to continue to retain existing distributors and recruit additional distributors. To increase our revenue, we must increase the number of and/or the productivity of our distributors.

We have experienced periodic declines in both active distributors and executive distributors in the past. Our growth depends upon our ability to increase the number of active distributors and executive distributors. However, the number of our active and executive distributors may not increase and could decline once again in the future. While we take many steps to help train, motivate and retain distributors, we cannot accurately predict how the number and productivity of distributors may fluctuate because we rely primarily upon our distributor leaders to recruit, train and motivate new distributors. Our operating results could be harmed if we and our distributor leaders fail to generate sufficient interest in our business to retain existing distributors and attract new distributors.

The number and productivity of our distributors also depends on several additional factors, including:

- any adverse publicity regarding us, our products, our distribution channel or our competitors;
- a lack of interest in, or the technical failure of, existing or new products;
- the public’s perception of our products and their ingredients;
- the public’s perception of our distributors and direct selling businesses in general; and
- general economic and business conditions.

In addition, we may face saturation or maturity levels in a given country or market. This is of particular concern in Taiwan, where industry sources have estimated that over 10% of the population is already involved in some form of direct selling. The maturity of several of our markets could also affect our ability to attract and retain distributors in those markets.

Our expansion of operations in China has resulted in governmental scrutiny, and our operations in China may be harmed by the results of such scrutiny.

The Chinese government banned direct selling activities in China in 1998, subject to certain limited exceptions. The government has rigorously monitored and enforced this ban. In the past, the government has taken significant actions against companies that the government found were engaging in direct selling in violation of applicable law, including shutting down their businesses and imposing substantial fines. Although a few of our global direct selling competitors have authorization to conduct limited direct selling activities after the 1998 ban,

we have not received such authorization. Consequently, we have not implemented our direct sales model in China. Instead, we have implemented a business model that utilizes retail stores and an employed sales force that we believe complies with applicable regulations. We also allow distributor leaders from outside of China to help us recruit, find, train and motivate our employed sales force in China. Frequently, individuals, including our competitors, complain to local regulatory agencies that our China business model violates applicable regulations on direct selling. As a result, we regularly visit with regulators to address their questions and concerns and explain our local business model. We also use our best efforts to train our China sales force on our business model.

The regulatory environment in China is evolving, and officials in the Chinese government often exercise discretion in deciding how to interpret and apply applicable regulations. We have made some modifications to our business model and policies in response to concerns expressed by governmental authorities prior to and since we opened for business in January 2003. In addition, some of our distributors living outside of China and some of our employed sales representatives in China have engaged in activities that violated our policies in this market and resulted in some regulatory concern and some adverse publicity. At times, these reviews and investigations by government regulators have obstructed our ability to conduct business and have resulted in several cases in fines being paid by us, which in the aggregate have been less than 1% of our revenue in China since we began operating there. We may incur similar or more severe sanctions in the future. Occasionally, we have also been asked to cease sales activity in some stores while the regulators review our operations. While, in each of these cases, we have been allowed to recommence operations after the government's review, there is no assurance that this will always be the case.

Although we have worked closely with both national and local governmental agencies in implementing our plans, our efforts to comply with local laws may be harmed by a rapidly evolving regulatory climate, concerns about activities resembling direct selling and any subjective interpretation of laws. Any determination that our operations or activities, or the activities of our employed sales representatives or distributors living outside of China, are not in compliance with applicable regulations could result in the imposition of substantial fines, extended interruptions of business, restrictions on our ability to open new stores or expand into new locations, changes to our business model, the termination of required licenses to conduct business, or other actions, all of which would harm our business.

If regulators prevent us from hiring sales employees or opening new stores in China as quickly as we would like, our ability to grow our business there could be negatively impacted.

Because of concerns about the potential number of sales employees we could hire in some cities, regulators in a few cities in China initially recommended that we maintain a reasonable level of sales employees per store. If the level of employees that regulators determine to be reasonable is less than we anticipate or believe reasonable, or if regulators otherwise impose restrictions on the number of sales employees we may hire, our revenue could be negatively impacted, which could reduce our revenue or slow our growth rate in

China. Additionally, regulatory provisions require us to obtain a license for each store that we operate in China, and regulators have broad discretion in approving these licenses. If regulators fail to approve licenses for new stores at a rate that meets our growth demands, this could harm our growth potential.

If China fails to adopt new direct selling regulations, or if these regulations are not favorable to us, this could harm our business.

Chinese regulators have indicated that they intend to publish new direct selling regulations by the end of 2004. There can be no assurance that these regulations will be adopted or, if adopted, that they will benefit our company. While we intend to apply for a direct selling license under any new proposed regulations and believe that one would be granted to us, there can be no assurance that this would be the case. Although we currently do not operate a direct selling business in China, our future growth could be harmed if the regulations are not adopted or are unfavorable, or if we are unable to obtain a license for direct selling under these regulations.

Global political issues and conflicts could harm our business.

Because a substantial portion of our business is conducted outside of the United States, our business is subject to global political issues and conflicts, including terrorism threats, tensions related to North Korea, political tensions between the People's Republic of China and Taiwan, and other issues. If these conflicts or issues escalate, or if there is increased anti-American sentiment, this could harm our foreign operations. In addition, changes and actions by governments in foreign markets, in particular those markets such as China where capitalism and free market trading is still evolving, could harm our business.

If we are unable to successfully manage rapid growth in China, our operations may be harmed.

As a result of Chinese regulations prohibiting us from implementing our direct selling model in China, we have opened over 100 of our own retail stores and hired a large and rapidly growing employed sales force. In addition, due to import restrictions in China, we have built and operate our own manufacturing plant to produce the products that we sell in our stores in China. As of June 30, 2004, we had spent approximately $10 million building our stores and factory and expect to spend an additional $7 to $10 million through the end of 2005. We have experienced rapid growth in China, and we cannot assure you that we will be able to successfully manage rapid expansion of manufacturing operations and a rapidly growing and dynamic sales force. We also cannot assure you that we will not experience difficulties in dealing with or taking employment related actions (such as hiring, terminations and salary administration, including social benefit payments) with respect to our employed sales representatives, particularly given the highly regulated nature of the employment relationship in China. If we are unable to effectively manage such growth and expansion of our retail stores, manufacturing operations or our employees, our government relations may be compromised and our operations in China may be harmed.

Intellectual property rights are difficult to enforce in China.

Chinese commercial law is relatively undeveloped compared to most of our other major markets, and, as a result, we may have limited legal recourse in the event we encounter significant difficulties with patent or trademark infringers. Limited protection of intellectual property is available under Chinese law, and the local manufacturing of our products may subject us to an increased risk that unauthorized parties may attempt to copy or otherwise obtain or use our product formulations. As a result, we cannot assure you that we will be able to adequately protect our product formulations.

Manufacturing and production cost issues associated with our laser-based scanner could negatively impact the success of our scanner program and our ability to make a sufficient number of scanners available to interested distributors, which could harm our business.

Our introduction of a laser-based scanner that measures the levels of carotenoid antioxidants in the skin has generated considerable enthusiasm among some of our distributors, particularly in the United States. We have not had experience in developing, manufacturing and marketing sophisticated technology products such as the scanner. As with any new technology, we have experienced delays and technical and production cost issues in developing and manufacturing a scanner that meets required specifications and performs at a consistent level. As of June 30, 2004, we were manufacturing 40 to 50 units each week at a cost of approximately $7,000 per unit. If we are unable to timely resolve technical issues or otherwise fail to deliver scanners that perform to a standard expected by our distributors or if we are unable to make a sufficient number of scanners available to interested distributors at reasonable lease rates, we could dampen distributor enthusiasm and harm our business, particularly in the United States where many distributors have been focusing their marketing activities around the introduction of the scanner. Because of the substantial investment in the scanner initiative, we may not be able to recoup our investment or may have to record an expense that would negatively impact earnings if the scanner program fails for any reason.

If our laser-based scanner is determined to be a medical device in a particular geographic market, this could inhibit or delay our ability to market the scanner in such market.

We believe that our laser-based scanner can be marketed as a non-medical device. However, the FDA in the United States has questioned the status of the scanner as a non-medical device. There are various factors that could determine whether the scanner is a medical device including the claims that we or our distributors make about the scanner. If the FDA were to make a determination that the scanner is a medical device, or if it determines that our distributors are using the scanner to make medical claims, we would be required to obtain FDA clearance to market the scanner as a medical device, which could delay significantly or otherwise inhibit our ability and the ability of our distributors to use the scanner in the United States. In addition, we are facing similar regulatory issues in other markets with respect to the status of the scanner as a non-medical device. If distributors make claims regarding the

scanner outside of the claims authorized by us this could result in regulatory actions against our business or prevent us from marketing the scanner as a non-medical device.

Although we are in the process of preparing an application for FDA clearance to market the scanner as a medical device in the United States in the event such clearance is required, obtaining FDA clearance or similar clearance in other markets could require us to provide documentation concerning the clinical utility of the scanner and to make some modifications to the design, specifications and manufacturing process of the scanner in order to meet stringent standards imposed on medical device companies. There can be no assurance we would be able to provide such documentation and make such changes promptly or in a manner that is satisfactory to regulatory authorities. We are also subject to regulatory restrictions that limit the claims or representations that we and our distributors can make about the scanner because we are not using it as a medical device, which could adversely impact our success in utilizing the scanner. Any delay, restriction or limitation of our anticipated use of this tool caused by regulatory issues could harm our business, particularly in the United States where we have experienced the strongest interest in the scanner.

Governmental regulations relating to the marketing and advertising of our products and services, in particular our nutritional supplements, may restrict or inhibit our ability to sell these products.

Our products and our related marketing and advertising efforts are subject to extensive governmental regulations by numerous domestic and foreign governmental agencies and authorities. These include the FDA, the FTC, the Consumer Product Safety Commission and the Department of Agriculture in the United States, State Attorneys General and other state regulatory agencies and the Ministry of Health, Labor and Welfare in Japan along with similar governmental agencies in other foreign markets where we operate. We also believe that the regulatory attitude towards dietary supplements in the United States, Japan and other markets is worsening.

Our markets have varied regulations concerning product formulation, labeling, packaging and importation. These laws and regulations often require us to, among other things:

- reformulate products for a specific market to meet the specific product formulation laws of that country;
- conform product labeling to the regulations in each country; and
- register or qualify products with the applicable governmental authority or obtain necessary approvals or file necessary notifications for the marketing of our products.

Failure to introduce products or delays in introducing products could reduce revenue and decrease profitability. Regulators also may prohibit us from making therapeutic claims about products, regardless of the existence of research and independent studies that may support such claims. These product claim restrictions could prevent us from realizing the potential revenue from some of our products.

The recent discovery of Bovine Spongiform Encephalopathy (BSE), commonly referred to as "mad cow disease", in the United States could harm our business if we are not able to successfully implement contingency plans to address regulatory issues surrounding BSE.

Some countries, including Japan, have banned the importation or sale of products that contain bovine materials sourced from locations where BSE has been identified. Approximately 40% of our Pharmanex revenue, accounting for over 18% of our total revenue, is generated from products that are encapsulated in gel capsules that are currently produced with bovine materials. We have been sourcing substantially all of our bovine materials, used primarily in the gel capsules of our nutritional supplements, from India and the United States, which were both BSE-free countries. At the end of December 2003, a single cow imported from Canada into the United States was found to have BSE, which has prompted some countries, including Japan, to suspend imports of beef and bovine related products from the United States as they review the situation. We have implemented alternative production plans for Japan to utilize gelatin capsules sourced from BSE-free countries or non-bovine gelatin capsules, and produce certain products in tablet form, in order to avoid material stock outages of our major products in Japan. If we experience production difficulties, quality control problems or shortages in supply, this could result in stock outages of key products or customer satisfaction issues in Japan, which could harm our business. In the event that the BSE issue is not resolved satisfactorily in the United States in a timely manner or if BSE becomes an issue in other countries, this could result in additional risk of product shortages or write-offs of inventory that no longer can be used. In addition, our business could be harmed if consumers become unduly concerned about the risks of BSE with respect to our bovine-sourced gelatin capsules or, alternatively, if consumers react negatively to our switching from capsules to tablets on some products as part of our contingency plans.

The sources and ingredients of our products are also subject to additional governmental regulations by numerous domestic and foreign governmental agencies and authorities regarding product ingredients. We may be unable to introduce our products in some markets if we fail to obtain the necessary regulatory approvals or if any product ingredients are prohibited, which could harm our business.

Recent negative publicity concerning stimulant-based supplements have spurred efforts to change existing laws and regulations with respect to nutritional supplements that, if successful, could result in more restrictive and burdensome regulations.

There have been some recent injuries and deaths that have been attributed to the use of nutritional supplements that contain ingredients that are controversial and have generated negative publicity. This publicity has resulted in efforts to adopt new regulations applicable to nutritional supplements that could impose further restrictions and regulatory controls over the nutritional supplement industry. Although we are committed not to market nutritional supplements that contain any stimulants, steroids or other substances that are controversial and could pose health risks, our operations could be harmed if governmental laws or regulations are enacted that restrict the ability of companies to market or distribute nutritional

supplements or impose additional burdens or requirements on nutritional supplement companies as a result of public reaction to the recent injuries and deaths caused by supplements that do contain these controversial ingredients.

If we are unable to expand operations in any of the new markets we have currently targeted, we may have difficulty achieving our long-term objectives.

A significant percentage of our revenue growth over the past decade has been attributable to our expansion into new markets. For example, the revenue growth we experienced in recent years was due in part to our successful expansion of operations into Singapore, Malaysia and Mainland China. Moreover, our growth over the next several years depends on our ability to successfully introduce our products and our distribution system into new markets, including further development of Mainland China and Eastern Europe. In addition to the regulatory difficulties we may face in gaining access into these new markets, we could face difficulties in achieving acceptance of our premium-priced products in developing markets. In the past, we have struggled to operate successfully in developing country markets, such as Latin America. This may also be the case in Eastern Europe and the other new markets into which we currently intend to expand. If we are unable to successfully expand our operations into these new markets, our opportunities to grow our business may be limited, and, as a result, we may not be able to achieve our long-term objectives.

Adverse publicity concerning our business, marketing plan or products could harm our business and reputation.

The size of our distribution force and the results of our operations can be particularly impacted by adverse publicity regarding us, the legality of our distributor network, our products or the actions of our distributors. Specifically, we are susceptible to adverse publicity concerning:

- suspicions about the legality of network marketing;
- the ingredients or safety of our or our competitors' products;
- regulatory investigations of us, our competitors and our respective products;
- the actions of our current or former distributors; and
- public perceptions of direct selling businesses generally.

In addition, in the past we have experienced negative publicity that has harmed our business in connection with regulatory investigations and inquiries. We may receive negative publicity in the future, and it may harm our business and reputation.

Although our distributors are independent contractors, improper distributor actions that violate laws or regulations could harm our business.

Distributor activities in our existing markets that violate governmental laws or regulations could result in governmental actions against us in markets where we operate. Except in China, our distributors are not employees and act independently of us. We

implement strict policies and procedures to ensure our distributors will comply with legal requirements. However, given the size of our distributor force, we experience problems with distributors from time to time. For example, product claims made by some of our distributors in 1990 and 1991 led to an investigation by the FTC, which resulted in our entering into a consent decree with the FTC as described below.

Failure of new products to gain distributor and market acceptance could harm our business.

A critical component of our business is our ability to develop new products that create enthusiasm among our distributor force. If we fail to introduce new products planned for introduction, our distributor productivity could be harmed. In addition, if any new products fail to gain market acceptance, are restricted by regulatory requirements or have quality problems, this would harm our results of operations. Factors that could affect our ability to continue to introduce new products include, among others, government regulations, the loss of key research and development staff from our divisions, the termination of third-party research and collaborative arrangements, proprietary protections of competitors that may limit our ability to offer comparable products and any failure to anticipate changes in consumer tastes and buying preferences.

Government inquiries, investigations and actions could harm our business.

From time to time, we receive formal and informal inquiries from various government regulatory authorities about our business and our compliance with local laws and regulations. Any determination that we or our distributors are not in compliance with existing laws or regulations could potentially harm our business. Even if governmental actions do not result in rulings or orders, they potentially could create negative publicity. Negative publicity could detrimentally affect our efforts to recruit or motivate distributors and attract customers and, consequently, could reduce revenue and net income.

In the early 1990s, we entered into voluntary consent agreements with the FTC and other state regulatory agencies relating to investigations of our distributors' product claims and practices. These investigations centered around allegedly unsubstantiated product and earnings claims made by some of our distributors. We believe that the negative publicity generated by this FTC action, as well as a subsequent action in the mid-1990s related to unsubstantiated product claims, harmed our business and results of operations in the United States. Pursuant to the consent decrees, we agreed, among other things, to supplement our procedures to enforce our policies, to not allow distributors to make earnings representations without making additional disclosures relating to average earnings and to not make, or allow our distributors to make, product claims that were not substantiated. We have taken various actions, including implementing a more generous inventory buy-back policy, publishing average distributor earnings information, supplementing our procedures for enforcing our policies, and reviewing distributor product sales aids, to address the issues raised by the FTC and state agencies in these investigations. As a result of the previous investigations, the FTC makes inquiries from time to time regarding our compliance with applicable laws and regulations and our consent

decree. Any further actions by the FTC or other comparable state or federal regulatory agencies, in the United States or abroad, could have a further negative impact on us in the future.

In addition, we are susceptible to government-initiated campaigns that do not rise to the level of formal regulations. For example, the South Korean government, several South Korean trade groups and members of the South Korean media initiated campaigns in 1997 and 1998 urging South Korean consumers not to purchase luxury or foreign goods. We believe that these campaigns and the related media attention they received, together with the economic recession that occurred in the late 1990s in the South Korean economy, significantly harmed our South Korean business. We cannot assure you that similar government, trade group or media actions will not occur again in South Korea or in other countries where we operate or that such events will not similarly harm our operations.

The loss of key high-level distributors could negatively impact our distributor growth and our revenue.

As of June 30, 2004, we had approximately 808,000 active distributors and preferred customers and 31,000 executive distributors. Approximately 311 of these distributors occupied the highest distributor level under our Global Compensation Plan. These distributors, together with their extensive networks of downline distributors, account for substantially all of our revenue. As a result, the loss of a high-level distributor or a group of leading distributors in the distributor's network of downline distributors, whether by their own choice or through disciplinary actions by us for violations of our policies and procedures, could negatively impact our distributor growth and our revenue.

Laws and regulations may prohibit or severely restrict our direct sales efforts and cause our revenue and profitability to decline.

Various government agencies throughout the world regulate direct sales practices. These laws and regulations are generally intended to prevent fraudulent or deceptive schemes, often referred to as "pyramid" schemes, that compensate participants for recruiting additional participants irrespective of product sales, use high pressure recruiting methods and/or do not involve legitimate products. The laws and regulations in our current markets often:

- impose order cancellations, product returns, inventory buy-backs and cooling-off rights for consumers and distributors;
- require us or our distributors to register with governmental agencies;
- impose reporting requirements to regulatory agencies; and/or
- require us to ensure that distributors are not being compensated based upon the recruitment of new distributors.

Complying with these widely varying and sometimes inconsistent rules and regulations can be difficult and require the devotion of significant resources on our part. If we are unable to continue business in existing markets or commence operations in new markets because of these laws, our revenue and profitability will decline. Countries where we currently do

business could change their laws or regulations to negatively affect or prohibit completely direct sales efforts. In addition, government agencies and courts in the countries where we operate may use their powers and discretion in interpreting and applying laws in a manner that limits our ability to operate or otherwise harms our business. If any governmental authority were to bring a regulatory enforcement action against us that interrupts our business, revenue and earnings would likely suffer.

Challenges by private parties to the form of our network marketing system could harm our business.

We may be subject to challenges by private parties, including our distributors, to the form of our network marketing system or elements of our business. In the United States, the network marketing industry and regulatory authorities have generally relied on the implementation of distributor rules and policies designed to promote retail sales to protect consumers and to prevent inappropriate activities and to distinguish between legitimate network marketing distribution plans and unlawful pyramid schemes. We have adopted rules and policies based on case law, rulings of the FTC, discussions with regulatory authorities in several states and domestic and global industry standards. Legal and regulatory requirements concerning network marketing systems, however, involve a high level of subjectivity, are inherently fact-based and are subject to judicial interpretation. Because of the foregoing, we can provide no assurance that we would not be harmed by the application or interpretation of statutes or regulations governing network marketing, particularly in any civil challenge by a current or former distributor.

Increases in duties on our imported products in our markets outside of the United States could reduce our revenue and harm our competitive position.

Historically, we have imported most of our products into the countries in which they are ultimately sold. These countries impose various legal restrictions on imports and typically impose duties on our products. In any given country, regulators may increase duties on imports and, as a result, reduce our profitability and harm our competitive position relative to locally produced goods.

Governmental authorities may question our inter-company transfer pricing policies or change their laws in a manner that could increase our effective tax rate or otherwise harm our business.

As a U.S. company doing business in international markets through subsidiaries, we are subject to foreign tax and inter-company pricing laws, including those relating to the flow of funds between our company and our subsidiaries. Regulators in the United States and in foreign markets closely monitor our corporate structure and how we effect inter-company fund transfers. If regulators challenge our corporate structure, transfer pricing mechanisms or inter-company transfers, our operations may be harmed, and our effective tax rate may increase. Tax rates vary from country to country, and, if regulators determine that our profits in one jurisdiction may need to be increased, we may not be able to fully utilize all foreign tax credits that are generated, which will increase our effective tax rate. For example, our corporate

income tax rate in the United States is 35%. If our profitability in a higher tax jurisdiction, such as Japan where the corporate tax rate is currently set at 42%, increases disproportionately to the rest of our business, our effective tax rate may increase. We cannot assure you that we will continue operating in compliance with all applicable customs, exchange control and transfer pricing laws, despite our efforts to be aware of and comply with such laws. If these laws change, we may need to adjust our operating procedures and our business may suffer.

The loss of suppliers could harm our business.

For approximately ten years, we have acquired ingredients and products from one unaffiliated supplier that currently manufactures approximately 39% of our Nu Skin personal care products. We currently rely on two unaffiliated suppliers, one of which supplies approximately 39% and the other of which supplies approximately 28% of our Pharmanex nutritional supplements. We obtain some of our nutritional supplements from sole suppliers in China. We also license the right to distribute some of our products from third parties. Because of the concentrated nature of our suppliers and manufacturers, the loss of any of these suppliers or manufacturers, or the failure of suppliers to meet our needs, could restrict our ability to produce or distribute some products and harm our revenue as a result.

We depend on our key personnel, and the loss of the services provided by any of our executive officers or other key employees could harm our business and results of operations.

Our success depends to a significant degree upon the continued contributions of our senior management, many of whom would be difficult to replace. These employees may voluntarily terminate their employment with us at any time. We may not be able to successfully retain existing personnel or identify, hire and integrate new personnel. We do not carry key person insurance for any of our personnel. While we have signed offer letters from most of our senior executives, we only have one formal employment agreement with Joseph Chang, President of Pharmanex. If we lose the services of our executive officers or key employees for any reason, our business, financial condition and results of operations could be harmed.

Our markets are intensely competitive, and market conditions and the strengths of competitors may harm our business.

The markets for our Nu Skin and Pharmanex products are intensely competitive. Our results of operations may be harmed by market conditions and competition in the future. Many competitors have much greater name recognition and financial resources than we have, which may give them a competitive advantage. For example, our Nu Skin products compete directly with branded, premium retail products. We also compete with other direct selling organizations. The leading direct selling companies in our existing markets are Avon and Alticor (Amway). We currently do not have significant patent or other proprietary protection, and our competitors may introduce products with the same ingredients that we use in our products. Because of regulatory restrictions concerning claims about the efficacy of dietary

supplements, we may have difficulty differentiating our products from our competitors' products, and competing products entering the nutritional market could harm our nutritional supplement revenue.

We also compete with other network marketing companies for distributors. Some of these competitors have a longer operating history and greater visibility, name recognition and financial resources than we do. Some of our competitors have also adopted and could continue to adopt some of our successful business strategies, including our Global Compensation Plan for distributors. Consequently, to successfully compete in this market and attract and retain distributors, we must ensure that our business opportunities and compensation plans are financially rewarding. We cannot assure you that we will be able to successfully compete in this market.

There is uncertainty whether the SARS epidemic could return, particularly in those Asian markets most affected by the epidemic in 2003.

It is difficult to predict the impact, if any, of a recurrence of a SARS epidemic on our business. Although such an event could generate increased sales of health/immune supplements and certain personal care products, our direct selling and retail activities and results of operations could be harmed if the fear of SARS or other communicable diseases that spread rapidly in densely populated areas causes people to avoid public places and interaction with one another.

Product liability claims could harm our business.

We may be required to pay for losses or injuries purportedly caused by our products. Although we have had a very limited product claims history, we have recently experienced difficulty in finding insurers that are willing to provide product liability coverage at reasonable rates due to insurance industry trends and the rising cost of insurance generally. As a result, we have elected to self-insure our product liability risks for our core product lines. Until we elect and are able to obtain product liability insurance, if any of our products are found to cause any injury or damage, we will be subject to the full amount of liability associated with any injuries or damages. This liability could be substantial. We cannot predict if and when product liability insurance will be available to us on reasonable terms.

System failures could harm our business.

Because of our diverse geographic operations and our complex distributor compensation plan, our business is highly dependent on efficiently functioning information technology systems. These systems and operations are vulnerable to damage or interruption from fires, earthquakes, telecommunications failures and other events. They are also subject to break-ins, sabotage, intentional acts of vandalism and similar misconduct. In April 2002, we adopted a Business Continuity/Disaster Recovery Plan, which is in the process of being implemented. All of our data sets are archived and stored at third party, secure sites, but we have not contracted for a third party recovery site. Despite any precautions, the occurrence of a natural

disaster or other unanticipated problems could result in interruptions in services and reduce our revenue and profits.

Risks Related to Our Class A Common Stock

The market price of our Class A common stock is subject to significant fluctuations due to a number of factors that are beyond our control.

Our Class A common stock closed at $11.94 per share on August 19, 2002 and closed at $25.97 per share on August 19, 2004. During this two-year period, our Class A common stock traded as low as $8.75 per share and as high as $28.15 per share. Many factors could cause the market price of our Class A common stock to fall. Some of these factors include:

- fluctuations in our quarterly operating results;
- the sale of shares of Class A common stock by our original or significant stockholders;
- general trends in the market for our products;
- acquisitions by us or our competitors;
- economic and/or currency exchange issues in those foreign countries in which we operate;
- changes in estimates of our operating performance or changes in recommendations by securities analysts; and
- general business and political conditions.

Broad market fluctuations could also lower the market price of our Class A common stock regardless of our actual operating performance.

As of July 31, 2004, our original stockholders, together with their family members, estate planning entities and affiliates, controlled approximately 36% of the combined stockholder voting power, and their interests may be different from yours.

The original stockholders of our company, together with their family members and affiliates, have the ability to influence the election and removal of the board of directors and, as a result, future direction and operations of our company. As of July 31, 2004, these stockholders owned approximately 36% of the voting power of the outstanding shares of Class A common stock. Accordingly, they may influence decisions concerning business opportunities, declaring dividends, issuing additional shares of Class A common stock or other securities and the approval of any merger, consolidation or sale of all or substantially all of our assets. They may make decisions that are adverse to your interests.

If our stockholders sell a substantial number of shares of our Class A common stock in the public market, the market price of our Class A common stock could fall.

Several of our principal stockholders hold a large number of shares of the outstanding Class A common stock. Any decision by any of our principal stockholders to aggressively sell their shares could depress the market price of our Class A common stock.

As of July 31, 2004, we had 69,379,761 shares of Class A common stock outstanding. All of these shares are freely tradable, except for approximately 23 million shares held, as of July 31, 2004, by certain stockholders who participated in our October 2003 recapitalization. Under the terms of our repurchase, our original stockholders agreed that they will not sell or otherwise dispose of any shares of Class A common stock on the open market or without the prior written consent of a majority of our independent directors prior to October 22, 2005. The restrictions provided for in this agreement are also subject to the following exceptions:

- certain charitable donations to religious organizations;
- transfers to us;
- transfers of common stock to immediate family members or related persons who or estate planning entities that agree to be bound by similar restrictions;
- transfers pursuant to an existing call option for 2 million shares granted by one of our original stockholders, Sandra Tillotson, or an existing put option for up to 3.5 million shares obtained by Ms. Tillotson in a recent transaction; and
- the pledge of shares as security for loans up to $10 million, provided certain conditions are met, including our right to purchase any shares upon the occurrence of an event of default at a price equal to 50% of the average closing price for the 15 days immediately prior to the event of default.

These stockholders also agreed that, after the expiration of the two-year lock-up agreement in October 2005, they will be subject to certain volume limitations with respect to open market transactions. In the event these lock-up restrictions were removed, the resulting sales could cause the price of our Class A common stock to decline.

FORWARD-LOOKING STATEMENTS

Some of the statements contained in this prospectus and the documents incorporated by reference into the prospectus are forward-looking statements that involve risks and uncertainties. The statements contained in this prospectus and the documents incorporated by reference into the prospectus that are not purely historical are forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934, including statements regarding our expectations, beliefs, intentions or strategies regarding the future. The words “anticipate”, “believe”, “could”, “should”, “propose”, “continue”, “estimate”, “expect”, “intend”, “may”, “plan”, “predict”, “project”, “will” and other similar terms and phrases are used to identify forward-looking statements.

The forward-looking statements are made based on our management’s expectations and beliefs concerning future events affecting us and are subject to uncertainties and factors relating to our operations and business environment, all of which are difficult to predict and many of which are beyond our control. These uncertainties and factors, including those discussed in the “Risk Factors” section of this prospectus, could cause our actual results to differ materially from those matters expressed in or implied by the forward-looking statements. All of the forward-looking statements should be considered in light of these factors.

We urge you not to place undue reliance on any forward-looking statements, which speak only as of the date made. Except as required by law, we do not undertake any obligation to update our forward-looking statements or the risk factors contained in this prospectus to reflect new information or future events or otherwise.

USE OF PROCEEDS

We will not receive any proceeds from the resale of all or any portion of the 1,500,000 shares of our Class A common stock by the selling stockholders or their pledgees, donees, transferees or other successors in interest pursuant to this prospectus.

DESCRIPTION OF CAPITAL STOCK

As of the date of this prospectus, our authorized capital stock consists of 500,000,000 shares of Class A common stock, 100,000,000 shares of Class B common stock and 25,000,000 shares of preferred stock. As of July 31, 2004, we had 69,379,761 shares of Class A common stock issued and outstanding and no shares of Class B common stock issued and outstanding. Of the authorized shares of preferred stock, no shares of preferred stock were outstanding as of July 31, 2004. All of the shares of our Class B common stock that had been outstanding immediately prior to March 29, 2004 were automatically converted into shares of our Class A common stock on March 29, 2004, the record date for our annual meeting of stockholders in 2004, in accordance with the provisions of our certificate of incorporation.

The following description of our capital stock is a summary and is subject to and qualified in its entirety by reference to the provisions of our certificate of incorporation.

Common Stock

As of July 31, 2004, there were approximately 733 holders of record of our Class A common stock and no holders of record of our Class B common stock.

Voting Rights

Each share of our Class A common stock entitles the holder to one vote on each matter submitted to a vote of our stockholders, including the election of directors. There is no cumulative voting. With respect to corporate changes, including liquidations, reorganizations, recapitalizations, mergers, consolidations and sales of substantially all of our assets, the approval of 66 2/3% of the outstanding voting power is required to authorize or approve the transactions.

Dividends

The holders of our Class A common stock are entitled to receive dividends if, as and when the dividends are declared by our board of directors out of assets legally available for the dividends after payment of dividends required to be paid on shares of preferred stock, if any.

Liquidation Preference

In the event of liquidation, after payment of the debts and other liabilities of our company and after making provision for the holders of our preferred stock, if any, our remaining assets will be distributable ratably among holders of the Class A common stock.

Mergers and Other Business Combinations

Upon the merger or consolidation of our company, holders of our common stock are entitled to receive equal per-share payments or distributions. We may not dispose of all or any

substantial part of our assets to, or merge or consolidate with, any person, entity or group (as the term "group" is defined in Rule 13d-5 of the Securities Exchange Act of 1934) that beneficially owns, in the aggregate, 10% or more of our outstanding common stock without the affirmative vote of the holders, other than a related person, of not less than 66 2/3% of the voting power. For the sole purpose of determining the 66 2/3% vote, a related person will also include the seller or sellers from whom the related person acquired, during the preceding six months, at least 5% of the outstanding shares of Class A common stock in a single transaction or series of related transactions pursuant to one or more agreements or other arrangements and not through a brokers' transaction, but only if the seller or sellers have beneficial ownership of shares of common stock having a fair market value in excess of $10 million in the aggregate following the disposition to a related person. This 66 2/3% voting requirement is not applicable, however, if:

- the proposed transaction is approved by a vote of not less than a majority of our directors who are neither affiliated nor associated with the related person or the seller of shares to the related person as described above; or
- in the case of a transaction pursuant to which the holders of common stock are entitled to receive cash, property, securities or other consideration, the cash or fair market value of the property, securities or other consideration to be received per share in the transaction is not less than the higher of:
  - the highest price per share paid by the related person for any of its holdings of common stock within the two-year period immediately prior to the announcement of the proposed transaction; or
  - the highest closing sale price during the 30-day period immediately preceding that date or during the 30-day period immediately preceding the date on which the related person became a related person, whichever is higher.

Registration Rights

Shelf Registration

On July 30, 2004, members of our original stockholder group and their affiliated entities, including Blake Roney, who is the chairman of our board of directors, and Sandra Tillotson, who is a member of our board of directors and also serves as one of our senior vice presidents, among others, sold 1,500,000 shares of our Class A common stock in a private placement transaction to third-party private equity purchasers. For ease of reference, throughout this prospectus, we refer to the purchasers of those 1,500,000 shares as the initial purchasers. In connection with this private placement transaction, we and the initial purchasers entered into a registration rights agreement, pursuant to which we agreed to file a registration statement (of which this prospectus forms a part) under the Securities Act of 1933, as amended, for the registration and resale of the 1,500,000 shares under Rule 415 of the Securities Act and to use our commercially reasonable best efforts to cause such registration statement to be declared effective under the Securities Act as soon as possible but, in any event, no later than November 27, 2004.

On October 27, 2003, members of our original stockholders group and their affiliated entities, including Blake Roney, who is the chairman of our board of directors, Sandra Tillotson who is a member of our board of directors and also serves as one of our senior vice presidents, and Brooke Roney, who serves as one of our senior vice presidents, among others, sold 6,178,800 shares of our Class A common stock in a private placement transaction to third-party private equity investors. For ease of reference, throughout this prospectus, we refer to the purchasers of those 6,178,800 shares as the recapitalization initial purchasers. In connection with this private placement transaction, we and the recapitalization initial purchasers entered into a registration rights agreement, pursuant to which we agreed to file a registration statement under the Securities Act of 1933, as amended, for the registration and resale of the 6,178,800 shares under Rule 415 of the Securities Act. This registration statement was declared effective by the Securities and Exchange Commission on July 29, 2004.

On September 22, 2003, Sandra Tillotson, who is a member of our board of directors and also serves as one of our senior vice presidents, together with The Sandra N. Tillotson Family Trust, sold 750,000 shares of the Class A common stock in a private placement transaction. For ease of reference, we refer to the purchasers of those 750,000 shares as the Tillotson initial purchasers. In connection with the private placement transaction, we, Ms. Tillotson, her family trust and the Tillotson initial purchasers entered into an amended and restated registration rights agreement, pursuant to which we agreed to file a registration statement under the Securities Act for the registration and resale of the 750,000 shares under Rule 415 of the Securities Act. This registration statement was declared effective by the Securities and Exchange Commission on July 29, 2004.

Demand Registration

In addition to the private placement of the 750,000 shares of our Class A common stock, Ms. Tillotson and her family trust provided the Tillotson initial purchasers with an option to purchase, or call, in one or more transactions up to an aggregate of 2,000,000 shares of the Class A common stock held by either Ms. Tillotson or her family trust, and the Tillotson initial purchasers provided Ms. Tillotson with an option to sell, or put, in one or more transactions (not to exceed 500,000 shares in any one transaction) up to an aggregate of 3,500,000 shares of the Class A common stock held by either Ms. Tillotson or her family trust to the Tillotson initial purchasers. For shorthand purposes, we refer to the shares of our Class A common stock that may be purchased pursuant to the call option as the call shares and the shares of our Class A common stock that may be sold pursuant to the put option as the put shares. The put option and the call option may be exercised by Ms. Tillotson and the Tillotson initial purchasers, respectively, in one or more transactions at any time prior to July 5, 2005. The price to be paid for the call shares will be $13.70 per share. The per share price to be paid for any given block of put shares will be 94% of the volume weighted average price of our stock for the 12 trading days following the date Ms. Tillotson exercises a put option.

Under the terms of the amended and restated registration rights agreement, upon the written request from the holders of at least a majority of the then outstanding call shares and

the put shares, we will be obligated to file a registration statement under the Securities Act to cover the resale of the call shares and the put shares then outstanding. Under this agreement, we are not required to file more than two such registration statements in any consecutive 12-month period.

The foregoing description of the amended and restated registration rights agreement that we entered into with the Tillotson initial purchasers, the registration rights agreement that we entered into with the recapitalization initial purchasers and the registration rights agreement that we entered into with the initial purchasers is only a brief summary and is not complete. We urge you to refer to these agreements (copies of which are filed as exhibits to the registration statement of which this prospectus forms a part) for a full description of the terms, conditions and other provisions of the registration rights that apply to our Class A common stock.

Transfer Agent and Registrar

The transfer agent and registrar for our Class A common stock is American Stock Transfer and Trust Company.

Listing

Our Class A common stock is traded on the New York Stock Exchange under the trading symbol “NUS”.

Preferred Stock

Our board of directors is authorized, subject to the limitations prescribed by the Delaware General Corporation Law or the rules of the New York Stock Exchange or other organizations on whose systems our stock may be quoted or listed, to:

- provide for the issuance of shares of preferred stock in one or more series;
- establish from time to time the number of shares to be included in each series;
- fix the rights, powers, preferences and privileges of the shares of each wholly unissued series and any qualifications, limitations or restrictions on such shares; and
- increase or decrease the number of shares of each series, without any further vote or action by the stockholders.

The approval of the holders of at least 66 2/3% of the combined voting power of the outstanding shares of common stock, however, is required for the issuance of shares of preferred stock that have the right to vote for the election of directors under ordinary circumstances or to elect 50% or more of the directors under any circumstances.

Depending upon the terms of the preferred stock established by our board of directors, any or all series of preferred stock could have preference over the common stock with respect

to dividends and other distributions and upon liquidation of our company or could have voting or conversion rights that could adversely affect the holders of the outstanding common stock. In addition, the preferred stock could delay, defer or prevent a change of control of our company. We have no present plans to issue any shares of preferred stock.

Anti-Takeover Provisions

Special Stockholder Meetings

Special meetings of stockholders may be called only by the board of directors, the president, the secretary or at least a majority of the stockholders of our company. Except as otherwise required by law, stockholders are not entitled to request or call a special meeting of the stockholders.

Director Nominations and Business Proposals

Our stockholders are required to provide advance notice of nominations of directors to be made at, and of business proposed to be brought before, a meeting of the stockholders. The failure to deliver proper notice within the periods specified in our amended and restated bylaws will result in the denial of the stockholder of the right to make any nominations or propose any action at the meeting.

Section 203 of the Delaware General Corporation Law

We are a Delaware corporation and are subject to the provisions of Section 203 of the Delaware General Corporation Law. This law prevents many Delaware corporations, including those whose securities are listed on the New York Stock Exchange, from engaging, under specific circumstances, in a business combination with an interested stockholder for three years following the date that the stockholder became an interested stockholder, unless the business combination or interested stockholder is approved in a prescribed manner. An interested stockholder is a stockholder who, together with affiliates and associates, within the prior three years did own 15% or more of the corporation’s outstanding voting stock.

A Delaware corporation may opt out of the provisions of Section 203 of the Delaware General Corporation Law with an express provision in its original certificate of incorporation or an express provision in its certificate of incorporation or bylaws resulting from a stockholders’ amendment approved by at least a majority of the outstanding voting shares. We have not opted out of the provisions of Section 203.

SELLING STOCKHOLDERS

In a private placement transaction that occurred on July 30, 2004, certain members of our original stockholders group and their affiliated entities sold 1,500,000 shares of the Class A common stock to third-party private equity investors. We refer to these purchasers as the initial purchasers. In connection with this private placement transaction, we and the initial purchasers entered into a registration rights agreement, pursuant to which we agreed to file a registration statement (of which this prospectus forms a part) under the Securities Act for the registration and resale of the 1,500,000 shares under Rule 415 of the Securities Act and to use our commercially reasonable best efforts to cause such registration statement to be declared effective under the Securities Act as soon as possible but, in any event, no later than November 27, 2004.

The following table sets forth information as of July 31, 2004 about the shares of our Class A common stock beneficially owned by each initial purchaser. We refer to the holders who are named in the table below as the selling stockholders.

As described in the "Plan of Distribution" section of this prospectus, the selling stockholders may offer all or some portion of their shares of the Class A common stock from time to time. As a result, we are not able to accurately estimate the amount or percentage of shares of the Class A common stock that will be held by the selling stockholders at any given time. In addition, the selling stockholders identified below may have sold, transferred or disposed of all or a portion of their shares of the Class A common stock since the date on which they provided the information regarding their holdings in transactions exempt from the registration requirements of the Securities Act.

Unless otherwise described below, to our knowledge, no selling stockholder or any of its affiliates has held any position or office with, been employed by or otherwise had any material relationship with us or our affiliates during the three years prior to the date of this prospectus.

Name of the Selling Stockholder	Number of Shares of Class A Common Registered Stock for Resale	Number of Shares of Class A Common Stock Beneficially Owned	Percentage of Class A Common Stock Outstanding(1)
Chilton Global Partners, L.P.(2)	107,617	107,617	*
Chilton International, L.P.(2)	724,845	724,845	1.04%
Chilton Investment Partners, L.P.(2)	136,568	136,568	*
Chilton Opportunity International, L.P.(2)	102,636	102,636	*
Chilton Opportunity Trust, L.P.(2)	174,714	174,714	*
Chilton QP Investment Partners, L.P.(2)	401,538	401,538	*
Chilton Small Cap International, L.P.(3)	264,514	264,514	*
Chilton Small Cap Partners, L.P.(3)	141,365	141,365	*
Invus Public Equities, LP(4)	500,000	500,000	*

* Represents less than 1% of the Class A common stock outstanding as of July 31, 2004.

(1) Percentage of ownership is calculated based on Rule 13d-3 of the Securities Exchange Act of 1934, as amended, using 69,379,761 shares of the Class A common stock outstanding as of July 31, 2004.

(2) Chilton Investment Company, Inc. is the investment manager and adviser to Chilton Global Partners, L.P., Chilton International, L.P., Chilton Investment Partners, L.P., Chilton Opportunity International, L.P., Chilton Opportunity Trust, L.P. and Chilton QP Investment Partners, L.P. Richard L. Chilton, Jr. is the portfolio manager at Chilton Investment Company, Inc. responsible for monitoring the investments made by the aforementioned entities and in such capacity has voting, dispositive and investment power over these shares.

(3) Chilton Investment Company, Inc. is the investment manager and adviser to Chilton Small Cap International, L.P. and Chilton Small Cap Partners, L.P. Daniel V. Szemis is the portfolio manager at Chilton Investment Company, Inc. responsible for monitoring the investments made by the aforementioned entities and in such capacity has voting, dispositive and investment power over these shares.

(4) Invus Public Equities Advisors, LLC is the general partner to Invus Public Equities, LP. Khalil Barrage is the portfolio manager and vice president of Invus Public Equities Advisors, LLC and in such capacity has voting, dispositive and investment power over these shares.

PLAN OF DISTRIBUTION

The shares of the Class A common stock listed in the table appearing in the “Selling Stockholders” section of this prospectus are being registered to permit public secondary trading of the shares by the holders of such shares from time to time after the date of this prospectus. We will not receive any of the proceeds from the sale of the shares of the Class A common stock by the selling stockholders.

The selling stockholders and their pledgees, assignees and successors-in-interest may, from time to time, sell any or all of their shares of the Class A common stock on any stock exchange, market or trading facility on which the shares are traded or in private transactions. These sales may be at fixed or negotiated prices. The selling stockholders may use any one or more of the following methods when selling their shares:

- ordinary brokerage transactions and transactions in which the broker dealer solicits purchasers;
- block trades in which the broker dealer will attempt to sell the shares as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker dealer as principal and resale by the broker dealer for its account;
- an exchange distribution in accordance with the rules of the applicable exchange;
- privately negotiated transactions;
- in satisfaction of positions created by short sales;
- a combination of any such methods of sale; and
- any other method permitted pursuant to applicable law.

The selling stockholders may also sell their shares under Rule 144 under the Securities Act, if available, rather than under this prospectus.

Broker dealers engaged by the selling stockholders may arrange for other brokers dealers to participate in sales. Broker dealers may receive commissions or discounts from the selling stockholders (or, if any broker dealer acts as agent for the purchaser of shares, from the purchaser) in amounts to be negotiated. The selling stockholders do not expect these commissions and discounts to exceed what is customary in the types of transactions involved.

The selling stockholders may from time to time pledge or grant a security interest in some or all of the shares of the Class A common stock owned by them, and, if they default in the performance of their secured obligations, the pledgees or secured parties may offer and sell the shares of the Class A common stock from time to time under this prospectus, or under a supplement to this prospectus under Rule 424(b)(3) or other applicable provision of the

Securities Act, by amending the list of the selling stockholders to include the pledgee, transferee or other successors in interest as a selling stockholder under this prospectus.

The selling stockholders and any broker dealers or agents that are involved in selling the shares may be deemed to be "underwriters" within the meaning of the Securities Act in connection with such sales. In such event, any commissions received by such broker dealers or agents and any profit on the resale of the shares purchased by them may be deemed to be underwriting commissions or discounts under the Securities Act. The selling stockholders have informed us that they do not have any agreement or understanding, directly or indirectly, with any person to distribute the Class A common stock.

We are required to pay all fees and expenses incident to the registration of the shares. We estimate that these expenses will be approximately $100,000. We have agreed to indemnify the selling stockholders against certain losses, claims, damages and liabilities, including certain liabilities under the Securities Act.

LEGAL MATTERS

Certain legal matters relating to the validity of the Class A common stock are being passed upon for us by Simpson Thacher & Bartlett LLP, Palo Alto, California.

EXPERTS

The financial statements incorporated in this prospectus by reference to the annual report on Form 10-K for the year ended December 31, 2003 have been so incorporated in reliance on the report of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

1,500,000 Shares

Class A Common Stock

PROSPECTUS

, 2004

PART II

Information Not Required in Prospectus

Item 14. Other Expenses of Issuance and Distribution

The following table lists the expenses expected to be incurred in connection with the preparation and filing of the registration statement, including amendments thereto, and the printing and distribution of the prospectus contained therein, all of which will be paid by the registrant. All amounts listed below, other than the SEC registration fee, are estimates.

SEC registration fee	$ 4,877
Printing and engraving expenses	5,000
Accounting fees and expenses	10,000
Legal fees and expenses	70,000
Miscellaneous expenses	10,123
Total	$ 100,000

Item 15. Indemnification of Directors and Officers

Indemnification

The registrant is incorporated under the laws of the State of Delaware. Section 145 of the Delaware General Corporation Law provides that a Delaware corporation may indemnify persons who were, are or are threatened to be made parties to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of such corporation), by reason of the fact that such person is or was an officer, director, employee or agent of such corporation, or is or was serving at the request of such corporation as a director, officer, employee or agent of another corporation or enterprise. The indemnity may include expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, provided such person acted in good faith and in a manner he reasonably believed to be in or not opposed to the corporation's best interests and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his conduct was illegal. The registrant's certificate of incorporation and bylaws provide for the indemnification of the registrant's officers and directors to the fullest extent permitted by the Delaware General Corporation Law. The registrant believes that such indemnification is necessary to attract and retain qualified persons as directors and officers. The registrant has also entered into separate indemnification agreements with each of its directors and executive officers.

Liability Insurance

Section 145 of the Delaware General Corporation Law also permits a Delaware corporation to purchase and maintain insurance on behalf of its directors and officers. The registrant's bylaws permit the registrant to purchase such insurance on behalf of its directors and officers.

Limitation of Liability

Section 102(b)(7) of the Delaware General Corporation Law permits a Delaware corporation to provide in its certificate of incorporation that a director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duties as a director, except for liability (i) for any breach of a director's duty of loyalty to the corporation or its stockholders; (ii) for acts or omissions not in good faith or that involve international misconduct or a knowing violation of law; (iii) for improper payment of dividends or redemptions of shares; or (iv) for any transaction from which the director derives an improper personal benefit. The registrant's certificate of incorporation provides for, to the fullest extent permitted by the Delaware General Corporation Law, elimination or limitation of liability of its directors to the registrant or its stockholders for breach of fiduciary duty as a director.

Item 16. Exhibits

Exhibit Number	Description
4.1*	Specimen Form of Stock Certificate for Class A Common Stock (incorporated by reference to the registrant's Registration Statement on Form S-3 (File No. 333-90716)).
4.2*	Amended and Restated Certificate of Incorporation (incorporated by reference to Exhibit 3.1 to the registrant's Registration Statement on Form S-1 (File No. 333-12073)).
4.3*	Certificate of Amendment to the Amended and Restated Certificate of Incorporation (incorporated by reference to Exhibit 3.1 to the registrant's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 1998).
4.4*	Certificate of Designation, Preferences and Relative Participating, Optional, and Other Special Rights of Preferred Stock and Qualification, Limitations and Restrictions Thereof (incorporated by reference to Exhibit 3.3 to the registrant's Annual Report on Form 10-K for the year ended December 31, 1998).
4.5*	Amended and Restated Bylaws (incorporated by reference to Exhibit 3.2 to the registrant's Registration Statement on Form S-1 (File No. 333-12073)).
4.6	Registration Rights Agreement, dated as of July 26, 2004, by and among Nu Skin Enterprises, Inc. and the Purchasers signatory thereto.
4.7	Stock Purchase Agreement, dated as of July 26, 2004, by and among the Selling Stockholders and the Purchasers signatory thereto.
4.8	Stock Repurchase Agreement, dated as of July 27, 2004, by and among Nu Skin Enterprises, Inc. and the Selling Stockholders signatory thereto.

Exhibit Number	Description
4.9*	Registration Rights Agreement, dated as of October 27, 2003, by and among Nu Skin Enterprises, Inc. and the Purchasers signatory thereto (incorporated by reference to Exhibit 10.2 to the registrant's current report on Form 8-K filed on November 10, 2003).
4.10*	Amended and Restated Registration Rights Agreement, dated as of September 18, 2003, by and among Nu Skin Enterprises, Inc., Sandra N. Tillotson, The Sandra N. Tillotson Family Trust and the Purchasers signatory thereto (incorporated by reference to Exhibit 4.6 to the registrant's Registration Statement on Form S-3 (File No. 333-109836)).
5.1	Opinion of Simpson Thacher & Bartlett LLP.
23.1	Consent of PricewaterhouseCoopers LLP, an independent registered public accounting firm.
23.2	Consent of Simpson Thacher & Bartlett LLP (contained in Exhibit 5.1 hereto).
24.1	Power of Attorney (included on the signature page hereto).

* Previously filed.

Item 17. Undertakings

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post effective amendment to this registration statement:

(i) To include any prospectus required by section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the registrant pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in this registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers or persons controlling the registrant pursuant to the foregoing provisions set forth in response to Item 15, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question of whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Provo, State of Utah, on August 23, 2004.

NU SKIN ENTERPRISES, INC.

By: /s/ M. TRUMAN HUNT

Name: M. Truman Hunt
Title: Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints M. Truman Hunt, Ritch N. Wood and D. Matthew Dorny, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to the registration statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting each of said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as full to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their substitute, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ M. TRUMAN HUNT M. Truman Hunt	Chief Executive Officer and Director (Principal Executive Officer)	August 23, 2004
/s/ RITCH N. WOOD Ritch N. Wood	Chief Financial Officer (Principal Financial and Accounting Officer)	August 23, 2004
/s/ BLAKE M. RONEY Blake M. Roney	Chairman of the Board	August 23, 2004

Signature	Title	Date
/s/ SANDRA N. TILLOTSON Sandra N. Tillotson	Director	August 23, 2004
/s/ DANIEL W. CAMPBELL Daniel W. Campbell	Director	August 23, 2004
/s/ E.J. GARN E.J. “Jake” Garn	Director	August 23, 2004
/s/ PAULA F. HAWKINS Paula F. Hawkins	Director	August 23, 2004
/s/ ANDREW D. LIPMAN Andrew D. Lipman	Director	August 23, 2004
/s/ JOSE FERREIRA, JR. Jose Ferreira, Jr.	Director	August 23, 2004
/s/ D. ALLEN ANDERSEN D. Allen Andersen	Director	August 23, 2004

Table of Contents

EXHIBIT INDEX

Exhibit Number	Description
4.1*	Specimen Form of Stock Certificate for Class A Common Stock (incorporated by reference to Exhibit 4.1 to the registrant's Registration Statement on Form S-3 (File No. 333-90716)).
4.2*	Amended and Restated Certificate of Incorporation (incorporated by reference to Exhibit 3.1 to the registrant's Registration Statement on Form S-1 (File No. 333-12073)).
4.3*	Certificate of Amendment to the Amended and Restated Certificate of Incorporation (incorporated by reference to Exhibit 3.1 to the registrant's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 1998).
4.4*	Certificate of Designation, Preferences and Relative Participating, Optional, and Other Special Rights of Preferred Stock and Qualification, Limitations and Restrictions Thereof (incorporated by reference to Exhibit 3.3 to the registrant's Annual Report on Form 10-K for the year ended December 31, 1998).
4.5*	Amended and Restated Bylaws (incorporated by reference to Exhibit 3.2 to the registrant's Registration Statement on Form S-1 (File No. 333-12073)).
4.6	Registration Rights Agreement, dated as of July 26, 2004, by and among Nu Skin Enterprises, Inc., and the Purchasers signatory thereto.
4.7	Stock Purchase Agreement, dated as of July 26, 2004, by and among the Selling Stockholders and the Purchasers signatory thereto.
4.8	Stock Repurchase Agreement, dated as of July 27, 2004, by and among Nu Skin Enterprises, Inc. and the Selling Stockholders signatory thereto.
4.9*	Registration Rights Agreement, dated as of October 27, 2003, by and among Nu Skin Enterprises, Inc. and the Purchasers signatory thereto (incorporated by reference to Exhibit 10.2 to the registrant's current report on Form 8-K filed on November 10, 2003).
4.10*	Amended and Restated Registration Rights Agreement, dated as of September 18, 2003, by and among Nu Skin Enterprises, Inc., Sandra N. Tillotson, The Sandra N. Tillotson Family Trust and the Purchasers signatory thereto (incorporated by reference to Exhibit 4.6 to the registrant's Registration Statement on Form S-3 (File No. 333-109836)).
5.1	Opinion of Simpson Thacher & Bartlett LLP.
23.1	Consent of PricewaterhouseCoopers LLP, an independent registered public accounting firm.
23.2	Consent of Simpson Thacher & Bartlett LLP (contained in Exhibit 5.1 hereto).
24.1	Power of Attorney (included on the signature page hereto).

* Previously filed.

Exhibit 4.6

NU SKIN ENTERPRISES, INC.

REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (this "Agreement") is made and entered into as of July 26, 2004, by and among Nu Skin Enterprises, Inc. (the "Company") and the Purchasers.

This Agreement is made pursuant to the Stock Purchase Agreement, dated as of July 26, 2004, by and among the Selling Stockholders and the Purchasers (the "Stock Purchase Agreement"), relating to the sale of the Stock by the Selling Stockholders and the purchase of the Stock by the Purchasers upon the terms and subject to the conditions set forth therein.

In consideration of the mutual covenants and agreements contained herein and or other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Purchasers hereby agree as follows:

1. **Definitions.** Capitalized terms used and not otherwise defined herein that are defined in the Stock Purchase Agreement shall have the meanings given such terms in the Stock Purchase Agreement. As used in this Agreement, the following terms shall have the following meanings:

"Agreement" shall have the meaning set forth in the Preamble.

"Advice" shall have the meaning set forth in Section 7(c).

"Affected Holders" shall have the meaning set forth in Section 7(d).

"Closing Date" means the date on which the Stock is sold by the Selling Stockholders to the Purchasers pursuant to the Stock Purchase Agreement.

"Commission" means the Securities and Exchange Commission.

"Company" shall have the meaning set forth in the Preamble.

"Effectiveness Date" means, with respect to the Registration Statement required to be filed, the 120th day following the Closing Date.

"Effectiveness Period" shall have the meaning set forth in Section 2(b).

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Filing Date" means, with respect to the Registration Statement required to be filed hereunder, the 30th day following the Closing Date.

"Holder" or "Holders" means the holder or holders, as the case may be, from time to time of Registrable Securities.

"Indemnified Party" shall have the meaning set forth in Section 6(c).

"Indemnifying Party" shall have the meaning set forth in Section 6(c).

"Losses" shall have the meaning set forth in Section 6(a).

"Notice" shall have the meaning set forth in Section 3(a).

"Proceeding" means an action, claim, suit, investigation or proceeding (including, without limitation, an investigation or partial proceeding, such as a deposition), whether commenced or threatened.

"Prospectus" means the prospectus included in a registration statement, as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the Registrable Securities covered by the registration statement, and all other amendments and supplements to the Prospectus, including post-effective amendments, and all material incorporated by reference or deemed to be incorporated by reference in such Prospectus.

"Stock Purchase Agreement" shall have the meaning set forth in the Preamble.

"Registrable Securities" means the Stock that is sold by the Selling Stockholders to the Purchasers on the Closing Date pursuant to the Stock Purchase Agreement.

"Registration Statement" means the registration statement required to be filed pursuant to Section 2 hereunder, including the Prospectus, amendments and supplements to such registration statement or Prospectus, including pre- and post-effective amendments, all exhibits thereto, and all material incorporated by reference or deemed to be incorporated by reference in such registration statement.

"Rule 144" means Rule 144 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

"Rule 415" means Rule 415 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

"Rule 424" means Rule 424 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations thereunder.

"Suspension Period" shall have the meaning set forth in Section 2(b).

2. **Shelf Registration.**

(a) On or prior to the Filing Date, the Company shall prepare and file with the Commission the Registration Statement covering the resale of all Registrable Securities for an offering to be made on a continuous basis pursuant to Rule 415. The Registration Statement shall be on Form S-3 (except if the Company is not then eligible to register for resale the Registrable Securities on Form S-3, in which case such registration shall be on another appropriate form in accordance herewith) and shall contain (except if otherwise directed by the Holders) the "Plan of Distribution" attached hereto as Annex A. The Company shall use its commercially reasonable best efforts to cause the Registration Statement to be declared effective under the Securities Act as soon as possible but, in any event, no later than the Effectiveness Date, *provided*, *however*, that the Company may, upon written notice to all Holders, postpone having the Registration Statement declared effective for a period not to exceed 90 days if the Company possesses material non-public information, the disclosure of which would have a material adverse effect on the Company and its subsidiaries, taken as a whole.

(b) The Company shall use its commercially reasonable best efforts to keep the Registration Statement continuously effective under the Securities Act until the earliest of: (i) the date which is two years after the date that such Registration Statement is declared effective by the Commission, (ii) the date when all of the Registrable Securities registered under the Registration Statement are disposed of in accordance with the Registration Statement or (iii) the date when all Registrable Securities covered by such Registration Statement have been sold or may be sold without volume restrictions pursuant to Rule 144 (the "Effectiveness Period"). Notwithstanding the foregoing, the Company may suspend the effectiveness of the Registration Statement and the use of the related Prospectus by written notice to the Holders for a period not to exceed an aggregate of 30 days in any 60-day period (each such period, a "Suspension Period") if the Board of Directors of the Company shall have determined in good faith that because of valid business reasons, including the acquisition or divestiture of assets, pending corporate developments or similar events, it is in the best interests of the Company to suspend such effectiveness of use, *provided*, that Suspension Periods shall not exceed an aggregate of 75 days in any 360-day period. The Company shall not be required to specify in the written notice to the Holders the nature of the event giving rise to the Suspension Period.

3. **Registration Procedures.** In connection with the Company's registration obligations hereunder, the Company shall:

(a) (i) Use its commercially reasonable best efforts to prepare and file with the Commission such amendments, including post-effective amendments, to the Registration Statement and the Prospectus used in connection therewith as may be necessary to keep such Registration Statement continuously effective as to the applicable Registrable Securities for the Effectiveness Period and prepare and file with the Commission such Registration Statement in order to register for resale under the Securities Act all of the Registrable Securities, as the case

may be; (ii) respond as promptly as reasonably possible to any comments received from the Commission with respect to the Registration Statement or any amendment thereto; and (iii) comply in all material respects with the provisions of the Securities Act and the Exchange Act with respect to the disposition of all Registrable Securities covered by the Registration Statement during the applicable period in accordance with the intended methods of disposition by the Holders thereof set forth in the Registration Statement as so amended or in such Prospectus as so supplemented. The Company shall not be required to include a Holder's shares in the Registration Statement, and a Holder shall not be entitled to use the related Prospectus, if the Registration Statement has been declared effective by the Commission and such Holder has not delivered to the Company a completed and signed Notice of Registration Statement and Selling Securityholder Questionnaire (the "Notice"), substantially in the form set forth in Annex B hereto, within fifteen (15) calendar days of the Closing Date.

(b) Notify the Holders of Registrable Securities to be sold as promptly as reasonably possible and (if requested by any such person) confirm such notice in writing (i) with respect to the Registration Statement or any post-effective amendment, when the same has become effective; (ii) of any request by the Commission or any other Federal or state governmental authority for amendments or supplements to the Registration Statement or Prospectus or for additional information relating thereto; *provided*, *however*, that under no circumstances shall the Company be required to disclose material non-public information in connection with the notice pursuant to this Section 3(b); (iii) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement covering any or all of the Registrable Securities or the initiation of any Proceedings for that purpose; (iv) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Registrable Securities for sale in any jurisdiction, or the initiation or threatening of any Proceeding for such purpose; and (v) of the suspension of the Registration Statement pursuant to Section 2.

(c) Use its commercially reasonable best efforts to avoid the issuance of, or, if issued, obtain the withdrawal of (i) any order suspending the effectiveness of the Registration Statement, or (ii) any suspension of the qualification (or exemption from qualification) of any of the Registrable Securities for sale in any jurisdiction, at the earliest practicable moment.

(d) Promptly deliver to each Holder, without charge, as many copies of the Prospectus or Prospectuses and each amendment or supplement thereto as such Holder may reasonably request in writing. Subject to any notice by the Company in accordance with Section 3(b), the Company hereby consents to the use of such Prospectus and each amendment or supplement thereto by each of the selling Holders in connection with the offering and sale of the Registrable Securities covered by such Prospectus and any amendment or supplement thereto.

(e) Cooperate with the Holders to facilitate the timely preparation and delivery of certificates representing the Registrable Securities to be delivered to a transferee pursuant to the Registration Statement, which certificates shall be free, to the extent permitted by the Stock Purchase Agreement, of all restrictive legends, and to enable such Registrable Securities to be in such denominations and registered in such names as any such Holders may request.

(f) The Company may require each selling Holder to furnish to the Company a certified statement as to the number of shares of Common Stock beneficially owned by such Holder and, if requested by the Commission, the controlling person thereof.

4. **Registration Expenses.** All fees and expenses incident to the performance of or compliance with this Agreement by the Company shall be borne by the Company whether or not any Registrable Securities are sold pursuant to the Registration Statement.

5. **Non-Public Information.** The Company hereby confirms that no Holder shall be in possession of any information that constitutes material, non-public information at the time of closing of the sale and purchase of the Stock pursuant to the terms of the Stock Purchase Agreement. In addition, the Company shall not provide any Holder with any information that constitutes material, non-public information without such Holder's prior written consent.

6. **Indemnification.**

(a) **Indemnification by the Company.** The Company shall indemnify and hold harmless each Holder, the officers, directors, partners, agents and employees of such Holder, each person who controls any such Holder (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) and the officers, directors, partners, agents and employees of each such controlling person, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages or liabilities (collectively, "Losses"), insofar as such Losses arise out of or are based upon (i) any untrue or alleged untrue statement of a material fact contained in the Registration Statement, any Prospectus or any form of prospectus or in any amendment or supplement thereto or in any preliminary prospectus, or (ii) any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus or form of prospectus or supplement thereto, in light of the circumstances under which they were made) not misleading, and the Company hereby agrees to reimburse such Holder for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such claim or action as such expenses are incurred; *provided, however,* that the Company shall not be liable to any such Holder in any such case to the extent that such Losses arise out of or are based upon (1) any untrue statements or alleged untrue statements or omissions or alleged omissions based upon information furnished in writing to the Company by such Holder expressly for use therein, or to the extent that such information relates to such Holder or such Holder's proposed method of distribution of Registrable Securities as set forth in the Registration Statement, such Prospectus or such form of Prospectus or in any amendment or supplement thereto (it being understood that the Holder has approved Annex A hereto for this purpose) or (2) in the case of an occurrence of an event of the type specified in Section 3(b), the use by such Holder of an outdated or defective Prospectus after the Company has notified such Holder in writing that the Prospectus is outdated or defective and prior to the receipt by such Holder of the Advice contemplated in Section 7(c). The Company shall notify the Holders promptly of the institution, threat or assertion of any Proceeding of which the Company is aware in connection with the transactions contemplated by this Agreement.

(b) **Indemnification by Holders.** Each Holder shall, severally and not jointly, indemnify and hold harmless the Company, its directors, officers, agents and employees, each person who controls the Company (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), and the directors, officers, agents or employees of each such controlling person, to the fullest extent permitted by applicable law, from and against all Losses, as incurred, arising out of or based upon: (x) such Holder's failure to comply with the prospectus delivery requirements of the Securities Act or (y) any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, any Prospectus, or any form of prospectus, or in any amendment or supplement thereto, or arising out of or based upon any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading to the extent, but only to the extent, that (1) such untrue statements or alleged untrue statements or omissions or alleged omissions are based upon information furnished in writing to the Company by such Holder expressly for use therein, or to the extent that such information relates to such Holder or such Holder's proposed method of distribution of Registrable Securities as set forth in the Registration Statement, such Prospectus or such form of Prospectus or in any amendment or supplement thereto (it being understood that the Holder has approved Annex A hereto for this purpose) or (2) in the case of an occurrence of an event of the type specified in Section 3(b), the use by such Holder of an outdated or defective Prospectus after the Company has notified such Holder in writing that the Prospectus is outdated or defective and prior to the receipt by such Holder of the Advice contemplated in Section 7(c). In no event shall the liability of any selling Holder hereunder be greater in amount than the dollar amount of the net proceeds received by such Holder upon the sale of the Registrable Securities giving rise to such indemnification obligation.

(c) **Notice of Claims, Etc.** If any Proceeding shall be brought or asserted against any person entitled to indemnity hereunder (an "Indemnified Party"), such Indemnified Party shall promptly notify the person from whom indemnity is sought (the "Indemnifying Party") in writing, and the Indemnifying Party shall assume the defense thereof, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of all fees and expenses incurred in connection with defense thereof; *provided*, that the failure of any Indemnified Party to give such notice shall not relieve the Indemnifying Party of its obligations or liabilities pursuant to this Agreement, except and only to the extent that such failure shall have adversely prejudiced the Indemnifying Party.

An Indemnified Party shall have the right to employ separate counsel in any such Proceeding and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Parties unless: (1) the Indemnifying Party has agreed in writing to pay such fees and expenses or (2) the Indemnifying Party shall have failed promptly to assume the defense of such Proceeding and to employ counsel within a commercially reasonable period of time after having received written notice of such Proceeding. No Indemnifying Party shall, without the prior written consent of the Indemnified Party, effect any settlement or compromise of or consent to the entry of a judgment with respect to any pending or threatened Proceeding in respect of which indemnification or contribution may be sought hereunder, unless such settlement, compromise or judgment (i) includes an unconditional release of such Indemnified Party from all liability on claims that are the subject matter of such

Proceeding and (ii) does not include a statement as to, or an admission of, fault, culpability or a failure to act, by or on behalf of any Indemnified Party.

All fees and expenses of the Indemnified Party (including reasonable fees and expenses to the extent incurred in connection with investigating or preparing to defend such Proceeding in a manner not inconsistent with this Section) shall be paid to the Indemnified Party, as incurred, within ten Trading Days of written notice thereof to the Indemnifying Party (regardless of whether it is ultimately determined that an Indemnified Party is not entitled to indemnification hereunder; provided, that the Indemnifying Party may require such Indemnified Party to undertake to reimburse all such fees and expenses to the extent it is finally judicially determined that such Indemnified Party is not entitled to indemnification hereunder).

(d) **Contribution.** If a claim for indemnification under Section 6(a) or 6(b) is unavailable to or insufficient to hold harmless an Indemnified Party (by reason of public policy or otherwise), then each Indemnifying Party, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such Indemnified Party as a result of such Losses, in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party and Indemnified Party in connection with the actions, statements or omissions that resulted in such Losses as well as any other relevant equitable considerations. The relative fault of such Indemnifying Party and Indemnified Party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission of a material fact, has been taken or made by, or relates to information supplied by, such Indemnifying Party or Indemnified Party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such action, statement or omission. The amount paid or payable by a party as a result of any Losses shall be deemed to include, subject to the limitations set forth in Section 6(c), any reasonable attorneys' or other reasonable fees or expenses incurred by such party in connection with any Proceeding to the extent such party would have been indemnified for such fees or expenses if the indemnification provided for in this Section was available to such party in accordance with its terms. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 6(d) were determined by pro rata allocation or by any other method of allocation that does not take into account the equitable considerations referred to in the immediately preceding paragraph.

7. **Miscellaneous.**

(a) **Remedies.** In the event of a breach by the Company or by a Holder, of any of their obligations under this Agreement, each Holder or the Company, as the case may be, in addition to being entitled to exercise all rights granted by law and under this Agreement, including recovery of damages, will be entitled to specific performance of its rights under this Agreement.

(b) **Compliance.** Each Holder covenants and agrees that it (i) will comply with the prospectus delivery requirements of the Securities Act as applicable to it in connection with sales of the Registrable Securities pursuant to the Registration Statement and (ii) will conduct itself in accordance with the limitations and restrictions of the telephone interpretation issued by the Division of Corporation Finance of the Commission which states the following:

> "An issuer filed a Form S-3 registration statement for a secondary offering of common stock which is not yet effective. One of the selling shareholders wanted to do a short sale of common stock 'against the box' and cover the short sale with registered shares after the effective date. The issuer was advised that the short sale could not be made before the registration statement becomes effective, because the shares underlying the short sale are deemed to be sold at the time such sale is made. There would, therefore, be a violation of Section 5 if the shares were effectively sold prior to the effective date." (SEC Tel. Int. A. 65.)

(c) **Discontinued Disposition.** Each Holder agrees by its acquisition of such Registrable Securities that, upon receipt of a notice from the Company of the occurrence of any event of the kind described in Sections 2(b) and 3(b), such Holder will forthwith discontinue disposition of such Registrable Securities under the Registration Statement until such Holder's receipt of the copies of the supplemented Prospectus and/or amended Registration Statement or until it is advised in writing (the "Advice") by the Company that the use of the applicable Prospectus may be resumed, and, in either case, has received copies of any additional or supplemental filings that are incorporated or deemed to be incorporated by reference in such Prospectus or Registration Statement. The Company may provide appropriate stop orders to enforce the provisions of this paragraph.

(d) **Amendments and Waivers.** The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given, unless the same shall be in writing and signed by the Company and the Holders of at least 80% of the then outstanding Registrable Securities.

(e) **Notices.** Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile telephone number specified in this Section prior to 6:30 p.m. (New York City time) on a Trading Day, (ii) the Trading Day after the date of transmission, if such notice or communication is delivered via facsimile at the facsimile telephone number specified in this Agreement later than 6:30 p.m. (New York City time) on any date and earlier than 11:59 p.m. (New York City time) on such date, (iii) the Trading Day following the date of mailing, if sent by nationally recognized overnight courier service, or (iv) upon actual receipt by the party to whom such notice is required to be given. The address for such notices and communications shall be as follows:

If to the Company:	Nu Skin Enterprises, Inc. 75 West Center Street Provo, UT 84601 Attn: General Counsel Fax No.: (801) 345-3899
With a copy to:	Simpson Thacher & Bartlett LLP 3330 Hillview Avenue Palo Alto, CA 94304 Attn: Kevin Kennedy, Esq. Facsimile No.: (650) 251-5002
If to a Purchaser:	To the address set forth under such Purchaser's name on the signature pages hereto.
If to any other person who is then the registered Holder:	To the address of such Holder as it appears in the stock transfer books of the Company

or such other address as may be designated in writing hereafter, in the same manner, by such person.

(f) **Successors and Assigns.** This Agreement shall be binding upon each party hereto and its successors and assigns. Each Purchaser shall be entitled to transfer or assign its interest hereunder to up to three persons or entities which are non-affiliated with it and to any affiliate thereof.

(g) **Execution and Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and, all of which taken together shall constitute one and the same Agreement. In the event that any signature is delivered by facsimile transmission, such signature shall create a valid binding obligation of the party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such facsimile signature were the original thereof.

(h) **Governing Law.** All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof. Each party hereto hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out

of or relating to this Agreement or the transactions contemplated hereby. If either party shall commence an action or proceeding to enforce any provisions of this Agreement, then the prevailing party in such action or proceeding shall be reimbursed by the other party for its reasonable attorneys fees and other reasonable costs and expenses incurred with the investigation, preparation and prosecution of such action or proceeding.

(i) **Severability.** If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

(j) **Headings.** The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(k) **Independent Nature of Purchasers' Obligations and Rights.** The obligations of each Purchaser hereunder is several and not joint with the obligations of any other Purchaser hereunder, and no Purchaser shall be responsible in any way for the performance of the obligations of any other Purchaser hereunder. Nothing contained herein or in any other agreement or document delivered at any closing, and no action taken by any Purchaser pursuant hereto or thereto, shall be deemed to constitute the Purchasers as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Purchasers are in any way acting in concert with respect to such obligations or the transactions contemplated by this Agreement. Each Purchaser shall be entitled to protect and enforce its respective rights, including without limitation the rights arising out of this Agreement, and it shall not be necessary for any other Purchaser to be joined as an additional party in any proceeding for such purpose.

(l) **No Superior Rights**. The Company has not entered into any side letter or similar agreement with any Holder in connection with this Agreement on or prior to the date hereof. The Company will not enter into a side letter with any Holder after the date hereof that has the effect of establishing rights or otherwise benefiting such Holder in a manner more favorable in any material respect to such Holder than the rights and benefits established in favor of the Holder by this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Registration Rights Agreement as of the date first written above.

NU SKIN ENTERPRISES, INC.

By: /s/ D. Matthew Dorny

Name: D. Matthew Dorny
Title: Vice President

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGES OF PURCHASERS TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Registration Rights Agreement as of the date first written above.

PURCHASER:

Chilton Global Partners, L.P.

By: Chilton Investment Company, Inc.

By: /s/ Norman B. Champ III

Name: Norman B. Champ III

Title: Co-Chief Operating Officer

Address: 1266 East Main Street, 7th Floor

Stamford, CT 06902

Phone: (203) 352-4000

Facsimile: (203) 352-4006

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Registration Rights Agreement as of the date first written above.

PURCHASER:

Chilton International, L.P.

By: Chilton Investment Company, Inc.

By: /s/ Norman B. Champ III

Name: Norman B. Champ III

Title: Co-Chief Operating Officer

Address: 1266 East Main Street, 7th Floor

Stamford, CT 06902

Phone: (203) 352-4000

Facsimile: (203) 352-4006

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Registration Rights Agreement as of the date first written above.

PURCHASER:

Chilton Investment Partners, L.P.

By: Chilton Investment Company, Inc.

By: /s/ Norman B. Champ III

Name: Norman B. Champ III

Title: Co-Chief Operating Officer

Address: 1266 East Main Street, 7th Floor

Stamford, CT 06902

Phone: (203) 352-4000

Facsimile: (203) 352-4006

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Registration Rights Agreement as of the date first written above.

PURCHASER:

Chilton Opportunity International, L.P.

By: Chilton Investment Company, Inc.

By: /s/ Norman B. Champ III

Name: Norman B. Champ III

Title: Co-Chief Operating Officer

Address: 1266 East Main Street, 7th Floor

Stamford, CT 06902

Phone: (203) 352-4000

Facsimile: (203) 352-4006

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Registration Rights Agreement as of the date first written above.

PURCHASER:

Chilton Opportunity Trust, L.P.

By: Chilton Investment Company, Inc.

By: /s/ Norman B. Champ III

Name: Norman B. Champ III

Title: Co-Chief Operating Officer

Address: 1266 East Main Street, 7th Floor

Stamford, CT 06902

Phone: (203) 352-4000

Facsimile: (203) 352-4006

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Registration Rights Agreement as of the date first written above.

PURCHASER:

Chilton QP Investment Partners, L.P.

By: Chilton Investment Company, Inc.

By: /s/ Norman B. Champ III

Name: Norman B. Champ III

Title: Co-Chief Operating Officer

Address: 1266 East Main Street, 7th Floor

Stamford, CT 06902

Phone: (203) 352-4000

Facsimile: (203) 352-4006

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Registration Rights Agreement as of the date first written above.

PURCHASER:

Chilton Small Cap International, L.P.

By: Chilton Investment Company, Inc.

By: /s/ Norman B. Champ III

Name: Norman B. Champ III

Title: Co-Chief Operating Officer

Address: 1266 East Main Street, 7th Floor

Stamford, CT 06902

Phone: (203) 352-4000

Facsimile: (203) 352-4006

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Registration Rights Agreement as of the date first written above.

PURCHASER:

Chilton Small Cap Partners, L.P.

By: Chilton Investment Company, Inc.

By: /s/ Norman B. Champ III

Name: Norman B. Champ III

Title: Co-Chief Operating Officer

Address: 1266 East Main Street, 7th Floor

Stamford, CT 06902

Phone: (203) 352-4000

Facsimile: (203) 352-4006

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Registration Rights Agreement as of the date first written above.

PURCHASER:

Invus Public Equities LP

By: /s/ Raymond Debbane

Name: Raymond Debbane

Title: President of Invus Public Equities Advisors LLC

Address: 135 East 57 28th Floor

New York, NY 10022

Phone: (212) 317-7520

Facsimile:

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Annex A

Plan of Distribution

The Selling Stockholders and any of their pledgees, assignees and successors-in-interest may, from time to time, sell any or all of their shares of Common Stock on any stock exchange, market or trading facility on which the shares are traded or in private transactions. These sales may be at fixed or negotiated prices. The Selling Stockholders may use any one or more of the following methods when selling shares:

- ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- block trades in which the broker-dealer will attempt to sell the shares as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker-dealer as principal and resale by the broker-dealer for its account;
- an exchange distribution in accordance with the rules of the applicable exchange;
- privately negotiated transactions;
- in satisfaction of positions created by short sales;
- broker-dealers may agree with the Selling Stockholders to sell a specified number of such shares at a stipulated price per share;
- a combination of any such methods of sale; and
- any other method permitted pursuant to applicable law.

The Selling Stockholders may also sell shares under Rule 144 under the Securities Act, if available, rather than under this prospectus.

Broker-dealers engaged by the Selling Stockholders may arrange for other brokers-dealers to participate in sales. Broker-dealers may receive commissions or discounts from the Selling Stockholders (or, if any broker-dealer acts as agent for the purchaser of shares, from the purchaser) in amounts to be negotiated. The Selling Stockholders do not expect these commissions and discounts to exceed what is customary in the types of transactions involved.

The Selling Stockholder may from time to time pledge or grant a security interest in some or all of the Shares or common stock owned by them and, if they default in the performance of their secured obligations, the pledgees or secured parties may offer and sell the shares of common stock from time to time under this prospectus, or under an amendment to this prospectus under Rule 424(b)(3) or other applicable provision of the Securities Act of 1933, by

amending the list of Selling Stockholders to include the pledgee, transferee or other successors in interest as Selling Stockholders under this prospectus.

The Selling Stockholders and any broker-dealers or agents that are involved in selling the shares may be deemed to be "underwriters" within the meaning of the Securities Act in connection with such sales. In such event, any commissions received by such broker-dealers or agents and any profit on the resale of the shares purchased by them may be deemed to be underwriting commissions or discounts under the Securities Act. The Selling Stockholders have informed the Company that it does not have any agreement or understanding, directly or indirectly, with any person to distribute the Common Stock.

The Company is required to pay all fees and expenses incident to the registration of the shares. The Company has agreed to indemnify the Selling Stockholders against certain losses, claims, damages and liabilities, including certain liabilities under the Securities Act.

Annex B

Nu Skin Enterprises, Inc.

Notice of Registration Statement
and
Selling Securityholder Questionnaire

The undersigned beneficial holder of Class A Common Stock (the "Registrable Securities") of Nu Skin Enterprises, Inc. (the "Company") understands that the Company has filed or intends to file with the United States Securities and Exchange Commission (the "Commission") a registration statement on an appropriate form (the "Shelf Registration Statement") for the registration and resale under Rule 415 of the United States Securities Act of 1933, as amended (the "Securities Act"), of the Registrable Securities in accordance with the terms of the Registration Rights Agreement, dated as of _____, 2004 (the "Registration Rights Agreement"), between the Company and the Purchasers party thereto. A copy of the Registration Rights Agreement is available from the Company upon request at the address set forth below.

In order to sell or otherwise dispose of any Registrable Securities pursuant to the Shelf Registration Statement (or a supplement or amendment thereto), a beneficial owner of Registrable Securities generally will be required to be named as a Selling Securityholder in the related prospectus, deliver a prospectus to purchasers of Registrable Securities and be bound by those provisions of the Registration Rights Agreement applicable to such beneficial owner (including certain indemnification provisions, as described below). In addition, this Notice of Registration Statement and Selling Securityholder Questionnaire must be completed, executed and delivered to the Company at the address set forth herein for receipt **ON OR BEFORE _____, 2004**. Beneficial owners of Registrable Securities who do not complete, execute and return this Notice and Questionnaire by such date (i) will not be named as selling securityholders in the Shelf Registration Statement and (ii) may not use the Prospectus forming a part thereof for resales of Registrable Securities. Certain legal consequences arise from being named as a selling securityholder in the Shelf Registration Statement and related prospectus. Accordingly, holders and beneficial owners of Registrable Securities are advised to consult their own securities law counsel regarding the consequences of being named or not being named as a selling securityholder in the Shelf Registration Statement and related prospectus.

NOTICE

The undersigned beneficial owner (the "Selling Securityholder") of Registrable Securities hereby gives notice to the Company of its intention to sell or otherwise dispose of Registrable Securities beneficially owned by it and listed below in Item 3 (unless otherwise specified under Item 3) pursuant to the Shelf Registration Statement. The undersigned, by signing and returning this Notice and Questionnaire, agrees to be bound with respect to such Registrable Securities by the terms and conditions of this Notice and Questionnaire and the Registration Rights Agreement. The Selling Securityholder hereby provides the following information to the Company and represents and warrants that such information is accurate and complete:

QUESTIONNAIRE

1. (a) Full legal name of Selling Securityholder:

_____

(b) Full legal name of registered holder (if not the same as in (a) above) of Registrable Securities listed in Item 3 below:

_____

(c) Full legal name of DTC participant (if applicable and if not the same as (b) above) through which Registrable Securities listed in Item 3 below are held:

_____

2. Address for notices to Selling Securityholder:

_____

_____

_____

Telephone: _____

Fax: _____

Contact Person: _____

3. Beneficial ownership of Registrable Securities:

Principal amount of Registrable Securities beneficially owned:

_____

_____

CUSIP No(s). of such Registrable Securities:

_____

4. Beneficial Ownership of other securities of the Company:

Except as set forth below in this Item 4, the undersigned Selling Securityholder is not the beneficial or registered owner of any shares of common stock or any other securities of the Company, other than the Registrable Securities listed above in Item 3.

State any exceptions here:

_____

_____

_____

5. Relationships with the Company:

Except as set forth below, neither the Selling Securityholder nor any of its affiliates, officers, directors or principal equity holders (5% or more) has held any position or office or has had any other material relationship with the Company (or its predecessors or affiliates) during the past three years.

State any exceptions here:

_____

_____

6. Plan of Distribution:

Except as set forth below, the undersigned Selling Securityholder (including its donees or pledges) intends to distribute the Registrable Securities listed above in Item 3 pursuant to the Shelf Registration Statement only as follows (if at all): Such Registrable Securities may be sold from time to time directly by the undersigned Selling Securityholder or, alternatively, through underwriters, broker-dealers or agents. Such Registrable Securities may be sold in one or more transactions at fixed prices, at prevailing market prices at the time of sale, at varying prices determined at the time of sale, or at negotiated prices. Such sales may be effected in transactions (which may involve crosses or block transactions) (i) on any national securities exchange or quotation service on which the Registrable Securities may be listed or quoted at the time of sale, (ii) in the over-the-counter market, (iii) in transactions otherwise than on such exchanges or services or in the over-the-counter market, or (iv) through the writing of options. In connection with sales of the Registrable Securities or otherwise, the Selling Securityholder may enter into hedging transactions with broker-dealers, which may in turn engage in short sales of the Registrable Securities in the course of hedging the positions they assume. The Selling Securityholder may also sell Registrable Securities short and deliver Registrable Securities to close out such short positions, or loan or pledge Registrable Securities to broker-dealers that in turn may sell such securities.

State any exceptions here:

_____

_____

By signing below, the Selling Securityholder acknowledges that it understands its obligation to comply, and agrees that it will comply, with the prospectus delivery and other provisions of the Securities Act and the Exchange Act and the rules and regulations thereunder, particularly Regulation M.

The Selling Securityholder hereby acknowledges its obligations under the Registration Rights Agreement to indemnify and hold harmless certain persons under certain circumstances as set forth therein.

Pursuant to the Registration Rights Agreement, the Company has agreed under certain circumstances to indemnify the Selling Securityholders against certain liabilities.

In the event that the Selling Securityholder transfers all or any portion of the Registrable Securities listed in Item 3 above after the date on which such information is provided to the Company, the Selling Securityholder agrees to notify the transferee(s) at the time of the transfer of its rights and obligations under this Notice and Questionnaire and the Registration Rights Agreement.

By signing below, the Selling Securityholder consents to the disclosure of the information contained herein in its answers to Items 1 through 6 above and the inclusion of such information in the Shelf Registration Statement and related Prospectus. The Selling Securityholder

understands that such information will be relied upon by the Company in connection with the preparation of the Shelf Registration Statement and related prospectus.

In accordance with the Selling Securityholder's obligation under the Registration Rights Agreement to provide such information as may be required by law for inclusion in the Shelf Registration Statement, the Selling Securityholder agrees to promptly notify the Company of any inaccuracies or changes in the information such that would require an amendment to the Shelf Registration Statement, the related prospectus or any prospectus supplement thereto provided herein which may occur subsequent to the date hereof at any time while the Shelf Registration Statement remains in effect. All notices hereunder and pursuant to the Registration Rights Agreement shall be made in writing, by hand-delivery, first-class mail, or air courier guaranteeing overnight delivery as follows:

(i) To the Company:

Nu Skin Enterprises, Inc.
75 West Center Street
Provo, Utah 84601
Attention: Matthew Dorny

(ii) With a copy to:

Simpson Thacher & Bartlett LLP
3330 Hillview Avenue
Palo Alto, CA 94304
Attention: Kevin Kennedy

Once this Notice and Questionnaire is executed by the Selling Securityholder and received by the Company, the terms of this Notice and Questionnaire, and the representations and warranties contained herein, shall be binding on, shall inure to the benefit of and shall be enforceable by the respective successors, heirs, personal representatives, and assigns of the Company and the Selling Securityholder (with respect to the Registrable Securities beneficially owned by such Selling Securityholder and listed in Item 3 above). This Agreement shall be governed in all respects by the laws of the State of New York.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.]

IN WITNESS WHEREOF, the undersigned, by authority duly given, has caused this Notice and Questionnaire to be executed and delivered either in person or by its duly authorized agent.

Dated: _____

_____

Selling Securityholder
(Print/type full legal name of beneficial owner of Registrable Securities)

By: _____
Name:
Title:

Exhibit 1

NOTICE OF TRANSFER PURSUANT TO REGISTRATION STATEMENT

Nu Skin Enterprises, Inc.
75 West Center Street
Provo, Utah 84601
Attention: Matthew Dorny

American Stock Transfer & Trust Company
6201 15th Avenue
Brooklyn, New York 11219
Attention: Barry Rosenthal

Re: Nu Skin Enterprises, Inc. (the "Company")
Class A Common Stock (the "Shares")

Dear Sirs:

Please be advised that _____ has transferred $_____ aggregate principal amount of the above-referenced pursuant to an effective Registration Statement on Form S-3 (File No. 333-_____) filed by the Company.

We hereby certify that the prospectus delivery requirements, if any, of the Securities Act of 1933, as amended, have been satisfied with respect to the transfer described above and that the above-named beneficial owner of the Shares is named as a selling securityholder in the Prospectus dated , 200_, or in amendments or supplements thereto, and that the aggregate principal amount of the Shares transferred are [all] [a portion of] the Shares listed in such Prospectus as amended or supplemented opposite such owner's name.

Dated:

Very truly yours,

_____
(Name)

By:_____
(Authorized Signature)

Exhibit 4.7

NU SKIN ENTERPRISES, INC.

STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (this "Agreement") is made as of 4:40 p.m. EDT on July 26, 2004 by and among the stockholders of Nu Skin Enterprises, Inc., a Delaware corporation (the "Company") listed on Schedule I attached hereto (each a "Selling Stockholder" and together the "Selling Stockholders"), and the purchasers listed on Schedule II attached hereto (each a "Purchaser" and together the "Purchasers").

In consideration of the mutual covenants and agreements contained herein and or other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Purchase and Sale of Common Stock**.

1.1 **Sale and Issuance of Common Stock**. Subject to the terms and conditions of this Agreement, each of the Purchasers agrees, severally and not jointly, to purchase that number of shares of Class A Common Stock, par value $0.001, of the Company (the "Class A Common Stock"), listed opposite such Purchaser's name on Schedule II and each of the Selling Stockholders, severally and not jointly, agrees to sell that number of Class A Common Stock listed opposite such Selling Stockholder's name on Schedule I. The shares of Class A Common Stock sold to the Purchasers pursuant to this Agreement are hereinafter referred to as the "Stock." The per share purchase price of the Stock to be paid by the Purchasers under this Agreement shall be equal to the lesser of (i) 96.25% of the closing sale price of the Company's Class A Common Stock on July 27, 2004 (the "Notice Date") which is the date the Company will give notice to the Stockholders that the Company is exercising its right to purchase shares of Class A Common Stock pursuant to the terms and conditions of that certain Lock-Up Agreement, dated as of October 22, 2003, by and among the Company and certain of its stockholders party thereto or (ii) 96.25% of the average closing sale price of the Company's Class A Common Stock on the Notice Date and the 14 trading days immediately preceding such date (the "Per Share Purchase Price"). Such Per Share Purchase Price represents the total consideration to be paid for each share of Stock purchased hereunder.

1.2 **Closing; Delivery**.

(a) The purchase and sale of the Stock (the "Closing") shall take place at the offices of Simpson Thacher & Bartlett LLP, 3330 Hillview Avenue, Palo Alto, California 94304 (or such other location mutually agreeable to the parties hereto) no later than the fourth (4th) business day after the date of this Agreement.

(b) Upon execution of this Agreement, each Selling Stockholder shall deliver to American Stock Transfer & Trust Company, as custodian (the "Custodian"), a

certificate or certificates for the number of shares of the Stock to be sold by such Selling Stockholder pursuant to this Agreement.

(c) Prior to Closing, each Purchaser shall deliver to Bank One, N.A. (the "Escrow Agent") pursuant to an escrow agreement by and among the Company, the Selling Stockholders, the Purchasers and the Escrow Agent (the "Escrow Agreement") (a form of which is attached hereto as Exhibit A) the dollar value determined by multiplying the Per Share Purchase Price by the number of shares of Stock listed opposite such Purchaser's name on Schedule II.

2. **Representations and Warranties of the Selling Stockholders**. Each Selling Stockholder severally and not jointly represents and warrants to each Purchaser as of the date hereof and as of the Closing as follows:

2.1 **Authorization of Agreements**. Such Selling Stockholder has the full right, power and authority to enter into this Agreement, the Power of Attorney, the Custody Agreement and the Escrow Agreement referred to in Section 2.3 below and to sell, transfer and deliver the Stock to be sold by such Selling Stockholder hereunder. The execution and delivery of this Agreement, the Power of Attorney, the Custody Agreement and the Escrow Agreement and the sale and delivery of the Stock to be sold by such Selling Stockholder and the consummation of the transactions contemplated herein and therein and compliance by such Selling Stockholder with its obligations hereunder and thereunder, have been duly authorized by such Selling Stockholder and do not and will not, whether with or without the giving of notice or passage of time or both, conflict with or constitute a breach of, or default under, or result in the creation or imposition of any tax, lien, charge or encumbrance upon the Stock to be sold by such Selling Stockholder or any property or assets of such Selling Stockholder pursuant to, or create any obligation to such Selling Stockholder or Purchaser under, any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, license, lease or other agreement or instrument to which such Selling Stockholder is a party or by which such Selling Stocking may be bound, or to which any of the property or assets of such Selling Stockholder is subject, nor will such action result in any violation of the provisions of the charter or by-laws or other organizational instrument of such Selling Stockholder, if applicable, or any applicable treaty, law, statute, rule, regulation, judgment, order, writ or decree of any government, government instrumentality or court, domestic or foreign, having jurisdiction over such Selling Stockholder or any of its properties.

2.2 **Valid Title**. Such Selling Stockholder has and will at the Closing have valid title to, or a valid "security entitlement" within the meaning of Section 8-501 of the New York Uniform Commercial Code in respect of, the Stock to be sold by such Selling Stockholder hereunder, free and clear of any security interest, mortgage, pledge, lien, charge, claim, equity or encumbrance of any kind, including without limitation any restrictions under any lock-up agreement, stockholder agreement or any other agreement, other than pursuant to this Agreement; and upon delivery of such Stock and payment of the purchase price therefor as herein contemplated, assuming each such Purchaser has no notice of any adverse claim, each of the Purchasers will receive valid title to the Stock purchased by it from such Selling Stockholder, free and clear of any security interest, mortgage, pledge, lien, charge, claim,

equity or encumbrance of any kind, including without limitation any restrictions under any lock-up agreement, stockholder agreement or any other agreement.

2.3 **Due Execution of Power-of-Attorney, Custody Agreement, Escrow Agreement and Form W-9** . Such Selling Stockholder has duly executed and delivered, in the form heretofore furnished to the Purchasers, the Power of Attorney (the "Power-of-Attorney") (the form of which is attached hereto as Exhibit B) with Blake M. Roney and Brooke B. Roney as attorneys-in-fact (each an "Attorney-in–Fact"), the Custody Agreement (the "Custody Agreement") (the form of which is attached hereto as Exhibit C) with the Custodian, the Escrow Agreement (the form of which is attached hereto as Exhibit A) with the Escrow Agent and such Purchaser has completed an Internal Revenue Service W-9; the Custodian is authorized to deliver the Stock to be sold by such Selling Stockholder hereunder and to accept payment therefor; and each Attorney-in-Fact is authorized to execute and deliver this Agreement on behalf of such Selling Stockholder, to sell, assign and transfer to the Purchasers the Stock to be sold by such Selling Stockholder hereunder, to authorize the delivery of the Stock to be sold by such Selling Stockholder hereunder, to accept payment therefor, and otherwise to act on behalf of such Selling Stockholder in connection with this Agreement.

2.4 **Absence of Manipulation**. Such Selling Stockholder has not taken, and will not take prior to the Closing, directly or indirectly, any action which is designed to or which has constituted or which might reasonably be expected to cause or result in stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Stock.

2.5 **Absence of Further Requirements**. No filing with, or consent, approval, authorization, order, registration, qualification or decree of, any court or governmental authority or agency, domestic or foreign, or any third party (including but not limited to the Company) requirements, is necessary or required for the performance by each Selling Stockholder of its obligations under this Agreement or under the Custody Agreement, or in connection with the sale and delivery of the Stock or the consummation of the transactions contemplated by this Agreement except such as may have previously been made or obtained or as may be required under the Securities Act of 1933, as amended (the "Securities Act"), or state securities laws.

2.6 **Certificates Suitable for Transfer**. Certificates for all of the Stock to be sold by such Selling Stockholder pursuant to this Agreement in suitable form for transfer by delivery or accompanied by duly executed instruments of transfer or assignment in blank with signatures guaranteed, have been placed in custody with the Custodian with irrevocable conditional instructions to deliver such Stock to the Purchasers pursuant to this Agreement.

2.7 **Tax Advisors**. Such Selling Stockholder has reviewed with its own tax advisors the U.S. federal, state, local and foreign tax consequences of the transactions contemplated by this Agreement. Such Selling Stockholder understands and agrees that it (and not the Purchasers) shall be responsible for its own tax liability that may arise as a result of the transactions contemplated by this Agreement.

3. **Representations and Warranties of the Purchasers**. Each Purchaser severally and not jointly represents and warrants to each Selling Stockholder as of the date hereof and as of the Closing as follows:

3.1 **Authorization of Agreements**. Such Purchaser has the full right, power and authority to enter into and deliver this Agreement and the Escrow Agreement, and this Agreement and the Escrow Agreement, when executed and delivered by such Purchaser, will each constitute a valid and legally binding obligation of such Purchaser, enforceable against such Purchaser in accordance with its terms except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other laws of general application affecting enforcement of creditors' rights generally, as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies. By way of elaboration, but not limitation, if this Agreement and the Escrow Agreement are executed and delivered on behalf of a partnership, corporation, trust or estate: (i) such partnership, corporation, trust or estate has the full legal right and power and all authority and approval required (a) to execute and deliver, or authorize execution and delivery of, this Agreement, the Escrow Agreement and all other instruments executed and delivered by or on behalf of such partnership, corporation, trust or estate, in connection with the purchase of the Stock to be purchased by such Purchaser hereunder, (b) to delegate authority pursuant to a power of attorney and (c) to purchase and hold such Stock; (ii) the signature of the party signing on behalf of such partnership, corporation, trust or estate is binding on such partnership, corporation, trust or estate; and (iii) such partnership, corporation or trust has not been formed for the specific purpose of acquiring such Stock.

3.2 **Compliance with Other Instruments**. The execution, delivery and performance of this Agreement and the Escrow Agreement by such Purchaser and the consummation of the transactions contemplated hereby and thereby will not result in any violation or be in conflict with or constitute, with or without the passage of time and giving of notice, either a default under any provision of the governing documents of such Purchaser or any instrument, judgment, order, writ, decree or contract to which such Purchaser or any of its subsidiaries is a party or by which it is bound, or any provision of any federal or state statute, rule or regulation applicable to such Purchaser or any of its subsidiaries.

3.3 **Due Execution of Escrow Agreement**. Such Purchaser has duly executed and delivered the Escrow Agreement.

3.4 **Purchase Entirely for Own Account**. This Agreement is made with such Purchaser in reliance upon such Purchaser's representation to the Selling Stockholders, which by such Purchaser's execution of this Agreement, such Purchaser hereby confirms, that the Stock to be acquired by such Purchaser will be acquired for investment for such Purchaser's own account, not as a nominee or agent, and not with a view to the resale or public distribution of any part thereof in violation of any requirements of the Securities Act or applicable state securities laws. Other than as permitted by applicable law, such Purchaser has no present intention of selling, granting any participation in, or otherwise distributing any Stock purchased hereunder, including, without limitation, entering into any arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Stock,

whether any such transaction is to be settled by delivery of the Stock or other securities, in cash or otherwise. By executing this Agreement, such Purchaser further represents that such Purchaser does not presently have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participation to such person or to any third person, with respect to any of the Stock.

3.5 **Disclosure of Information**. Such Purchaser has been given the opportunity to ask questions of, and has received answers from, the Company with respect to the terms and conditions of this offering and the publicly available information relating to the business or financial condition of the Company. Such Purchaser has also had access to and has reviewed the Company's publicly available filings with the Securities and Exchange Commission including, but not limited to, the Risk Factors set forth in Amendment No. 4 to the Company's Registration Statement on Form S-3 (File No. 333-109836) filed with the Securities and Exchange Commission on July 26, 2004 as well as the financial and business information contained in the Company's most recent filings on Forms 10-Q and 10-K under the Securities Exchange Act of 1934, as amended. In addition, the Company has provided, on a confidential basis, to such Purchaser the information set forth on Schedule III hereto. In evaluating the suitability of an investment in the Stock, such Purchaser has not been furnished with nor relied upon any representations or other information (whether oral or written) relating to the business or financial condition of the Company from the Selling Stockholders, the Company or their respective representatives or agents other than as described above or set forth in the Company's publicly available documents.

3.6 **No General Solicitation.** Such Purchaser is not purchasing the Stock as a result of or subsequent to any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television or radio or presented at any seminar or meeting open to the general public.

3.7 **Restricted Securities**. Such Purchaser understands that the Stock has not been registered under the Securities Act, by reason of a specific exemption from the registration provisions of the Securities Act that depends upon, among other things, the bona fide nature of the investment intent and the accuracy of such Purchaser's representations as expressed herein. Such Purchaser understands that the shares of Stock are "restricted securities" under applicable U.S. federal and state securities laws and that, pursuant to these laws, such Purchaser must hold the shares of Stock indefinitely unless they are registered with the SEC and qualified by state authorities, or an exemption from such registration and qualification requirements is available. Such Purchaser further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Stock, and on requirements relating to the Company that are outside of such Purchaser's control, and that the Company is under no obligation, and may not be able, to satisfy.

3.8 **Legends**. Such Purchaser understands that the Stock, and any securities issued in respect thereof, may bear one or all of the following legends:

(a) "THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE

SECURITIES ACT OF 1933, AS AMENDED ("ACT"), OR ANY OTHER SECURITIES LAWS. THESE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH SALE OR DISTRIBUTION MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE ACT."

(b) Any legend required by the "Blue Sky" laws of any state to the extent such laws are applicable to the shares represented by the certificate so legended.

3.9 **Accredited Investor**. Such Purchaser is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act.

3.10 **Absence of Manipulation**. Such Purchaser has not taken, and will not take prior to the Closing, directly or indirectly, any action which is designed to or which has constituted or which might reasonably be expected to cause or result in stabilization or manipulation of the price of any security of the Company.

4. **Conditions of the Purchasers' Obligations at Closing**. The obligations of the Purchasers to the Selling Stockholders under this Agreement are subject to the fulfillment, on or before the Closing, of each of the following conditions, unless otherwise waived by each Purchaser:

4.1 **Representations and Warranties**. The representations and warranties of each of the Selling Stockholders shall be true and correct in all material respects on and as of the date of the Closing with the same effect as though such representations and warranties had been made on and as of the date of the Closing.

4.2 **Performance**. The Selling Stockholders shall have performed and complied with all covenants, agreements, obligations and conditions contained in this Agreement and the Custody Agreement that are required to be performed or complied with by them on or before the Closing and the Selling Stockholders shall have obtained any and all consents, permits and waivers necessary or appropriate for consummation of the transactions contemplated by the Agreement and the Custody Agreement.

4.3 **Compliance Certificate**. Each of the Selling Stockholders shall deliver to the Purchasers at the Closing a certificate certifying that the conditions specified in Sections 4.1 and 4.2 have been fulfilled.

4.4 **Qualifications**. All authorizations, approvals or permits, if any, of any governmental authority or regulatory body of the United States or of any state that are required in connection with the lawful sale of the Stock pursuant to this Agreement shall be obtained and effective as of the Closing.

4.5 **Registration Rights Agreement**. The Company shall have executed and delivered to the Purchasers at the Closing a Registration Rights Agreement (the "Registration Rights Agreement") between the Company and the Purchasers in substantially the form attached hereto as Exhibit D.

4.6 **Stock Repurchase Agreement**. The transactions contemplated by the Stock Repurchase Agreement by and among the Company and the Selling Stockholders party thereto (the "Stock Repurchase Agreement") (a form of which is attached hereto as Exhibit E) shall have been consummated in accordance with the terms of such Stock Repurchase Agreement.

5. **Conditions of the Selling Stockholders' Obligations at Closing**. The obligations of the Selling Stockholders to the Purchasers under this Agreement are subject to the fulfillment, on or before the Closing, of each of the following conditions, unless otherwise waived by each Selling Stockholder:

5.1 **Representations and Warranties**. The representations and warranties of the Purchasers contained in Section 3 shall be true and correct in all material respects on and as of the date of the Closing with the same effect as though such representations and warranties had been made on and as of the date of the Closing.

5.2 **Performance**. The Purchasers shall have performed and complied with all covenants, agreements, obligations and conditions contained in this Agreement and the Escrow Agreement that are required to be performed or complied with by them on or before the Closing and the Purchasers shall have obtained any and all consents, permits and waivers necessary or appropriate for consummation of the transactions contemplated by the Agreement and the Escrow Agreement.

5.3 **Compliance Certificate**. A senior executive officer, trustee or person holding similar authority with each of the Purchasers shall deliver to the Selling Stockholders at the Closing a certificate certifying that the conditions specified in Sections 5.1 and 5.2 have been fulfilled.

5.4 **Qualifications**. All authorizations, approvals or permits, if any, of any governmental authority or regulatory body of the United States or of any state that are required in connection with the lawful sale of the Stock pursuant to this Agreement shall be obtained and effective as of the Closing.

5.5 **Stock Repurchase Agreement**. The transaction contemplated by the Stock Repurchase Agreement shall have been consummated in accordance with the terms of such Stock Repurchase Agreement

6. **Miscellaneous**.

6.1 **Survival**. The representations and warranties of the Selling Stockholders and the Purchasers contained herein shall terminate on the first anniversary of the Closing.

6.2 **Transfer; No Third Party Beneficiaries**. This Agreement and each party's rights and obligations hereunder shall not be assigned without the prior written consent of the other party; provided, that a Purchaser may transfer its rights hereunder to an affiliate, so long as such affiliate agrees in writing to be bound by all obligations under this Agreement and confirms in writing the representations and warranties set forth in Section 3 as if made by such affiliate. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

6.3 **Governing Law**. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to principles of conflicts of laws.

6.4 **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

6.5 **Titles and Subtitles**. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

6.6 **Notices**. Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon delivery, when delivered personally or by overnight courier or sent by telegram or fax, or forty-eight (48) hours after being deposited in the U.S. mail, as certified or registered mail, with postage prepaid, addressed to the party to be notified at such party's address as set forth on the signature page hereto, or as subsequently modified by written notice, and if to any of the Selling Stockholders with a copy to P. Christian Anderson, Snell & Wilmer L.L.P., Gateway Tower West, 15 W. South Temple, Suite 1200, Salt Lake City, Utah 84101, Fax: (801) 257-1800.

6.7 **Finder's Fee**. Each party represents that it neither is nor will be obligated for any finder's fee or commission, except for such fees payable to Avondale Partners, LLC as set forth in the Escrow Agreement, in connection with this transaction. Each Purchaser agrees to indemnify and to hold harmless each Selling Stockholder from any liability for any commission or compensation in the nature of a finder's fee (and the costs and expenses of defending against such liability or asserted liability) for which such Purchaser or any of its officers, employees, or representatives is responsible. Each Selling Stockholder agrees to indemnify and hold harmless each Purchaser from any liability for any commission or compensation in the nature of a finder's fee (and the costs and expenses of defending against such liability or asserted liability) for which such Selling Stockholder or any of its officers, employees or representatives is responsible.

6.8 **Fees and Expenses**. Each of the Selling Stockholders and the Purchasers shall pay their respective fees and other expenses in connection with the negotiation, execution, delivery and performance of this Agreement.

6.9 **Attorney's Fees**. If any action at law or in equity (including arbitration) is necessary to enforce or interpret the terms of any of the Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

6.10 **Amendments and Waivers**. Any term of this Agreement may be amended or waived only with the written consent of each of the Selling Stockholders and each of the Purchasers. Any amendment or waiver effected in accordance with this Section 6.10 shall be binding upon each Purchaser and each transferee of the Stock, each future holder of all such Stock, and the Selling Stockholders.

6.11 **Severability**. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Agreement, (b) the balance of the Agreement shall be interpreted as if such provision were so excluded and (c) the balance of the Agreement shall be enforceable in accordance with its terms.

6.12 **Delays or Omissions**. No delay or omission to exercise any right, power or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

6.13 **Entire Agreement**. This Agreement, and the documents referred to herein, constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and any and all other written or oral agreements relating to the subject matter hereof existing between the parties hereto are expressly canceled.

6.14 **Independent Nature of Purchaser's Obligations and Rights**. The obligations of each Purchaser hereunder is several and not joint with the obligations of any other Purchaser hereunder, and no Purchaser shall be responsible in any way for the performance of the obligations of any other Purchaser hereunder. Nothing contained herein or in any other agreement or document delivered at any closing, and no action taken by any Purchaser pursuant hereto, shall be deemed to constitute the Purchasers as a partnership, an association, a joint venture or any other kind of entity, or create any presumption that the Purchasers are in any way acting in concert or as a "group" as defined in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended, with respect to such obligations or the transaction contemplated by this Agreement.

6.15 **No Superior Rights**. No Selling Stockholder has entered into any side letter or similar agreement with any Purchaser in connection with the purchase of Stock by such Purchaser pursuant to this Stock Purchase Agreement (a "Side Letter") on or prior to the date hereof. No Selling Stockholder shall enter into a Side Letter with any Purchaser after the date hereof that has the effect of establishing rights or otherwise benefiting such Purchaser in a manner more favorable in any material respect to such Purchaser than the rights and benefits established in favor of the Purchaser pursuant to this Stock Purchase Agreement.

6.16 **Termination**. This Agreement may be terminated and the transactions contemplated hereby may be abandoned at any time prior to the Closing:

(i) at any time by mutual written consent of each of the Selling Stockholders and each of the Purchasers; or

(ii) by any party hereto if the Closing does not occur on or prior to on or prior to the fourth (4th) business day after the date of this Agreement.

Upon any such termination, this Agreement shall become void and of no further effect, except for Sections 6.3, 6.7, 6.8, 6.9 and this Section 6.16 which shall survive such termination.

IN WITNESS WHEREOF, this Stock Purchase Agreement has been executed as of the date first written above.

SELLING STOCKHOLDERS:

Blake M. Roney, as Attorney-In-Fact acting on behalf of each of the Selling Stockholders listed on Schedule I to this Stock Purchase Agreement.

/s/ Blake M. Roney

Blake M. Roney, Attorney-In-Fact

IN WITNESS WHEREOF, this Stock Purchase Agreement has been executed as of the date first written above.

PURCHASER:

Chilton Global Partners, L.P.

By: Chilton Investment Company, Inc.

By: /s/ Norman B. Champ III

Name: Norman B. Champ III

Title: Co-Chief Operating Officer

Address: 1266 East Main Street, 7th Floor

Stamford, CT 06902

Phone: (203) 352-4000

Facsimile: (203) 352-4006

IN WITNESS WHEREOF, this Stock Purchase Agreement has been executed as of the date first written above.

PURCHASER:

Chilton International, L.P.

By: Chilton Investment Company, Inc.

By: /s/ Norman B. Champ III

Name: Norman B. Champ III

Title: Co-Chief Operating Officer

Address: 1266 East Main Street, 7th Floor

Stamford, CT 06902

Phone: (203) 352-4000

Facsimile: (203) 352-4006

IN WITNESS WHEREOF, this Stock Purchase Agreement has been executed as of the date first written above.

PURCHASER:

Chilton Investment Partners, L.P.

By: Chilton Investment Company, Inc.

By: /s/ Norman B. Champ III

Name: Norman B. Champ III

Title: Co-Chief Operating Officer

Address: 1266 East Main Street, 7th Floor

Stamford, CT 06902

Phone: (203) 352-4000

Facsimile: (203) 352-4006

IN WITNESS WHEREOF, this Stock Purchase Agreement has been executed as of the date first written above.

PURCHASER:

Chilton Opportunity International, L.P.

By: Chilton Investment Company, Inc.

By: /s/ Norman B. Champ III

Name: Norman B. Champ III

Title: Co-Chief Operating Officer

Address: 1266 East Main Street, 7th Floor

Stamford, CT 06902

Phone: (203) 352-4000

Facsimile: (203) 352-4006

IN WITNESS WHEREOF, this Stock Purchase Agreement has been executed as of the date first written above.

PURCHASER:

Chilton Opportunity Trust, L.P.

By: Chilton Investment Company, Inc.

By: /s/ Norman B. Champ III

Name: Norman B. Champ III

Title: Co-Chief Operating Officer

Address: 1266 East Main Street, 7th Floor

Stamford, CT 06902

Phone: (203) 352-4000

Facsimile: (203) 352-4006

IN WITNESS WHEREOF, this Stock Purchase Agreement has been executed as of the date first written above.

PURCHASER:

Chilton QP Investment Partners, L.P.

By: Chilton Investment Company, Inc.

By: /s/ Norman B. Champ III

Name: Norman B. Champ III

Title: Co-Chief Operating Officer

Address: 1266 East Main Street, 7th Floor

Stamford, CT 06902

Phone: (203) 352-4000

Facsimile: (203) 352-4006

IN WITNESS WHEREOF, this Stock Purchase Agreement has been executed as of the date first written above.

PURCHASER:

Chilton Small Cap International, L.P.

By: Chilton Investment Company, Inc.

By: /s/ Norman B. Champ III

Name: Norman B. Champ III

Title: Co-Chief Operating Officer

Address: 1266 East Main Street, 7th Floor

Stamford, CT 06902

Phone: (203) 352-4000

Facsimile: (203) 352-4006

IN WITNESS WHEREOF, this Stock Purchase Agreement has been executed as of the date first written above.

PURCHASER:

Chilton Small Cap Partners, L.P.

By: Chilton Investment Company, Inc.

By: /s/ Norman B. Champ III

Name: Norman B. Champ III

Title: Co-Chief Operating Officer

Address: 1266 East Main Street, 7th Floor

Stamford, CT 06902

Phone: (203) 352-4000

Facsimile: (203) 352-4006

IN WITNESS WHEREOF, this Stock Purchase Agreement has been executed as of the date first written above.

PURCHASER:

Invus Public Equities LP

By: /s/ Raymond Debbane

Name: Raymond Debbane

Title: President of Invus Public Equities Advisors LLC

Address: 135 East 57 28th Floor

New York, NY 10022

Phone: (212) 317-7520

Facsimile:

NB : Invus Public Equities Advisors LLC, General Partner of Invus Public Equities LP

SCHEDULE I

Selling Stockholder	Selling Stockholder Commitment
BMR NS-Holdings LLC	587,712
NR Rhino Company, L.C.	618,432
SJL NS Holdings LLC	48,976
BBR NS Holdings LLC	48,976
Sandra N. Tillotson Family Trust	85,904
The Sandra N. Tillotson Foundation	10,000
SNT Rhino Company, L.C.	100,000
Total	**1,500,000**

SCHEDULE II

Purchaser	Purchase Commitment
Chilton International, L.P.	400,125
Chilton QP Investment Partners, L.P.	219,363
Chilton Investment Partners, L.P.	75,545
Chilton Opportunity International, L.P.	22,666
Chilton Opportunity Trust, L.P.	38,578
Chilton Global Partners, L.P.	23,723
Chilton Small Cap Partners, L.P.	72,974
Chilton Small Cap International, L.P.	147,026
Invus Public Equities L.P.	500,000
Total	**1,500,000**

Exhibit 4.8

NU SKIN ENTERPRISES, INC.

STOCK REPURCHASE AGREEMENT

This Stock Repurchase Agreement (this "Agreement") is made as of July 27, 2004, by and among Nu Skin Enterprises, Inc., a Delaware corporation (the "Company"), and the stockholders of the Company listed on Schedule I attached hereto (each a "Selling Stockholder" and together the "Selling Stockholders").

In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Repurchase and Sale of Common Stock**.

1.1 **Sale and Issuance of Common Stock**.

(a) Subject to the terms and conditions of this Agreement and the Company's delivery of notice to the Selling Stockholders pursuant to Section 5 of that certain Lock-Up Agreement dated as of October 22, 2003, by and among the Company and certain of its stockholders party thereto (the "Lock-Up Agreement"), (i) the Company agrees to repurchase that number of shares of the Company's Class A Common Stock, par value $0.001 (the "Stock"), listed opposite the name of each of the Selling Stockholders on Schedule I, and (ii) each of the Selling Stockholders, severally and not jointly, agrees to sell that number of shares of the Stock listed opposite such Selling Stockholder's name on Schedule I. The repurchase price of the shares of the Stock to be paid by the Company under this Agreement shall be equal to the lesser of (A) 94% of the closing sale price of the Stock on July 27, 2004 (the "Notice Date") which is the date the Company will give notice to the Selling Stockholders that the Company is exercising its right to purchase shares of the Stock pursuant to the terms and conditions of the Lock-Up Agreement or (B) 94% of the average closing sale price of the Company's Class A Common Stock on the Notice Date and the 14 trading days immediately preceding such date (the "Per Share Purchase Price"). The aggregate Per Share Purchase Price shall be payable in cash by wire transfer or delivery of other immediately available funds pursuant to the Escrow Agreement (as defined below) and in the amounts set forth on Schedule I.

1.2 **Closing; Delivery**.

(a) The repurchase and sale of the Stock (the "Closing") shall take place at the offices of Simpson Thacher & Bartlett LLP, 3330 Hillview Avenue, Palo Alto, California 94304 (or such other location mutually agreeable to the parties hereto) no later than the fourth (4th) business day after the date of this Agreement.

(b) Upon execution of this Agreement, each Selling Stockholder shall deliver to American Stock Transfer & Trust Company, as custodian (the "Custodian"), a

certificate or certificates for the number of shares of the Stock to be sold by such Selling Stockholder pursuant to this Agreement.

(c) Prior to Closing, the Company shall deliver to Bank One, N.A. (the "Escrow Agent") pursuant to an escrow agreement (the "Escrow Agreement") (a form of which is attached hereto as Exhibit A) among the Escrow Agent, the Company, the Selling Stockholders and the purchasers listed on Schedule II (the "Purchasers") of that certain Stock Purchase Agreement, dated as of July 26, 2004 (the "Stock Purchase Agreement"), cash by wire transfer or delivery of other immediately available funds in the amounts set forth opposite the names of the Selling Stockholders on Schedule I.

2. **Representations and Warranties of the Selling Stockholders**. Each Selling Stockholder severally and not jointly represents and warrants to the Company as of the date hereof and as of the Closing as follows:

2.1 **Authorization of Agreements**. Such Selling Stockholder has the full right, power and authority to enter into this Agreement, the Escrow Agreement, the Power of Attorney and the Custody Agreement referred to in Section 2.3 below and to sell, transfer and deliver the Stock to be sold by such Selling Stockholder hereunder, and this Agreement, the Escrow Agreement, the Power of Attorney and the Custody Agreement, when executed and delivered by such Selling Stockholder, will each constitute a valid and legally binding obligation of the Selling Stockholder, enforceable against the Selling Stockholder in accordance with its terms except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other laws of general application affecting enforcement of creditors' rights generally, and as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies. The execution and delivery of this Agreement, the Escrow Agreement, the Power of Attorney and Custody Agreement and the sale and delivery of the Stock to be sold by such Selling Stockholder and the consummation of the transactions contemplated herein and therein and compliance by such Selling Stockholder with its obligations hereunder and thereunder have been duly authorized by such Selling Stockholder and do not and will not, whether with or without the giving of notice or passage of time or both, conflict with or constitute a breach of, or default under, or result in the creation or imposition of any tax, lien, charge or encumbrance upon the Stock to be sold by such Selling Stockholder or any property or assets of such Selling Stockholder pursuant to any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, license, lease or other agreement or instrument to which such Selling Stockholder is a party or by which such Selling Stocking may be bound, or to which any of the property or assets of such Selling Stockholder is subject, nor will such action result in any violation of the provisions of the charter or bylaws or other organizational instrument of such Selling Stockholder, if applicable, or any applicable treaty, law, statute, rule, regulation, judgment, order, writ or decree of any government, government instrumentality or court, domestic or foreign, having jurisdiction over such Selling Stockholder or any of its properties.

2.2 **Valid Title**. Such Selling Stockholder has and will at the Closing have valid title to, or a valid "security entitlement" within the meaning of Section 8-501 of the New York Uniform Commercial Code in respect of, the Stock to be sold by such Selling Stockholder hereunder, free and clear of any security interest, mortgage, pledge, lien, charge, claim, equity or encumbrance of any kind, other than pursuant to this Agreement; and upon delivery of such

Stock and payment of the repurchase price therefor as herein contemplated, assuming the Company has no notice of any adverse claim, the Company will receive valid title to the Stock repurchased by it from such Selling Stockholder, free and clear of any security interest, mortgage, pledge, lien, charge, claim, equity or encumbrance of any kind.

2.3 **Due Execution of Escrow Agreement, Power-of-Attorney and Custody Agreement**. Such Selling Stockholder has duly executed and delivered, in the form heretofore furnished to the Company, the Escrow Agreement, the Power of Attorney (the "Power-of-Attorney") (the form of which is attached hereto as Exhibit B) with Blake M. Roney and Brooke B. Roney as attorneys-in-fact (each an "Attorney-in–Fact") and the Custody Agreement (the "Custody Agreement") (the form of which is attached hereto as Exhibit C) with American Stock Transfer & Trust Company as the Custodian; the Custodian is authorized to deliver the Stock to be sold by such Selling Stockholder hereunder; and each Attorney-in-Fact is authorized to execute and deliver this Agreement on behalf of such Selling Stockholder, to sell, assign and transfer to the Company the Stock to be sold by such Selling Stockholder hereunder, to authorize the delivery of the Stock to be sold by such Selling Stockholder hereunder and otherwise to act on behalf of such Selling Stockholder in connection with this Agreement.

2.4 **Absence of Manipulation**. Such Selling Stockholder has not taken, and will not take prior to the Closing, directly or indirectly, any action which is designed to or which has constituted or which might reasonably be expected to cause or result in stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Stock.

2.5 **Absence of Further Requirements**. No filing with, or consent, approval, authorization, order, registration, qualification or decree of, any court or governmental authority or agency, domestic or foreign, is necessary or required for the performance by each Selling Stockholder of its obligations under this Agreement or under the Custody Agreement, or in connection with the sale and delivery of the Stock or the consummation of the transactions contemplated by this Agreement except such as may have previously been made or obtained or as may be required under the Securities Act of 1933, as amended (the "Securities Act"), or state securities laws.

2.6 **Certificates Suitable for Transfer**. Certificates for all of the Stock to be sold by such Selling Stockholder pursuant to this Agreement in suitable form for transfer by delivery or accompanied by duly executed instruments of transfer or assignment in blank with signatures guaranteed have been placed in custody with the Custodian with irrevocable conditional instructions to deliver such Stock to the Company pursuant to this Agreement.

2.7 **Tax Advisors**. Such Selling Stockholder has reviewed with its own tax advisors the U.S. federal, state, local and foreign tax consequences of the transactions contemplated by this Agreement. With respect to such matters, such Selling Stockholder relies solely on such advisors and not on any statements or representations of the Company or any of its agents, written or oral. Such Selling Stockholder understands and agrees that it (and not the Company) shall be responsible for its own tax liability that may arise as a result of the transactions contemplated by this Agreement.

2.8 **Access to Data**. Such Selling Stockholder has been given the opportunity to ask questions of, and has received answers from, the Company with respect to the terms and conditions of this Agreement, the Power of Attorney, the Custody Agreement and the Lock-Up Agreements and publicly available information relating to the business or financial condition of the Company. Such Selling Stockholder has also had access to and has reviewed the Company's publicly available filings with the Securities and Exchange Commission including, but not limited to, the Risk Factors set forth in Amendment No. 4 to the Company's Registration Statement on Form S-3 (File Number 333-109836) filed on July 26, 2004, as well as the financial and business information contained in the Company's most recent filings on Form 10-Q and Form 10-K under the Securities Exchange Act of 1934, as amended. In addition, the Company has provided, on a confidential basis, to such Selling Stockholder the information set forth on Schedule II, and such Selling Stockholder has had an opportunity to review such information and ask questions of, and has received answers from, the Company with respect to such information. Such Selling Stockholder has not been furnished with nor relied upon any representations or other information (whether oral or written) relating to the business or financial condition of the Company from the Company or its representatives or agents other than as described above or set forth in the Company's publicly available documents.

3. **Representations and Warranties of the Company**. The Company represents and warrants to each Selling Stockholder as of the date hereof and as of the Closing as follows:

3.1 **Authorization of Agreements**. The Company has the full right, power and authority to enter into and deliver this Agreement and the Escrow Agreement, and this Agreement and the Escrow Agreement, when executed and delivered by the Company, and assuming each of this Agreement and the Escrow Agreement is a valid and legally binding obligation of each of the Selling Stockholders, each of this Agreement and the Escrow Agreement constitutes a valid and legally binding obligation of the Company, enforceable against the Company in accordance with its terms except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other laws of general application affecting enforcement of creditors' rights generally, and as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies. The Company has the full legal right and power and all authority and approval required to execute and deliver, or authorize execution and delivery of, this Agreement and the Escrow Agreement and all other instruments executed and delivered by or on behalf of the Company in connection with the repurchase of the Stock to be repurchased by the Company from the Selling Stockholders hereunder.

3.2 **Compliance with Other Instruments**. The execution, delivery and performance of this Agreement and the Escrow Agreement by the Company and the consummation of the transactions contemplated hereby and thereby will not result in any violation or be in conflict with or constitute, with or without the passage of time and giving of notice, either a default under any provision of the governing documents of the Company or any instrument, judgment, order, writ, decree or contract to which the Company or any of its subsidiaries is a party or by which it is bound, or any provision of any federal or state statute, rule or regulation applicable to the Company or any of its subsidiaries.

3.3 **Due Execution of Escrow Agreement**. The Company has duly executed and delivered the Escrow Agreement.

4. **Conditions of the Company's Obligations at Closing**. The obligations of the Company to the Selling Stockholders under this Agreement are subject to the fulfillment, on or before the Closing, of each of the following conditions, unless otherwise waived by the Company:

4.1 **Qualifications**. All authorizations, approvals or permits, if any, of any governmental authority or regulatory body of the United States or of any state that are required in connection with the lawful sale of the Stock pursuant to this Agreement shall be obtained and effective as of the Closing.

4.2 **Opinion of Financial Advisor**. A reputable investment banking or other financial advisory firm shall have delivered a written opinion to the Special Committee of the Board of Directors of the Company, in a form acceptable to the Special Committee, with respect to fairness, from a financial point of view, to the Company of the consideration to be paid by the Company to the Selling Stockholders for the Stock pursuant to this Agreement.

5. **Waivers.**

5.1 **Notice of Option Exercise by Company**. Each of the Selling Stockholders hereby waives the requirement that the Company provide at least 10 days' prior written notice of its election to exercise its right to repurchase the number of shares of Stock listed opposite such Selling Stockholders' name on Schedule I hereto pursuant to Section 5 of the Lock-Up Agreement.

5.2 **Partial Release from Lock-Up Agreement**. The Company hereby releases the Selling Stockholders from the provisions and restrictions of the Lock-Up Agreement in order to allow the Selling Stockholders to sell the shares of the Company's Class A Common Stock listed opposite each Selling Stockholders' name on Schedule III hereto to the Purchasers pursuant to the terms of the Stock Purchase Agreement, *provided, however, that* such release shall only be effective (i) if the sale occurs contemporaneously with the repurchase of the Stock pursuant to this Agreement and that (ii) if for any reason the consummation of the transactions set forth in the Stock Purchase Agreement shall not have occurred on or prior to August 15**,** 2004, this partial release from the Lock-Up Agreement shall terminate and have no further force and effect.

5.3 **Company Right to Purchase Additional Shares**. Upon the consummation of the repurchase of the Stock pursuant to this Agreement, the Company shall be deemed to have waived its right to purchase any additional shares of the Class A Common Stock under its rights set forth in Section 5 of the Lock-Up Agreement, *provided, that* it shall be a condition to this waiver that such shares be sold as set forth in the Stock Purchase Agreement contemporaneously with the repurchase of the Stock pursuant to this Agreement. If for any reason the consummation of the transactions set forth in the Stock Purchase Agreement shall not have occurred on or prior to August 15**,** 2004, this waiver shall terminate and have no further force and effect.

6. **Miscellaneous**.

6.1 **Survival**. The representations and warranties of the Selling Stockholders and the Company contained herein shall terminate on the first anniversary of the Closing.

6.2 **Transfer; No Third-Party Beneficiaries**. This Agreement shall not be assigned without the prior written consent of the Company or, if intended to be assigned by the Company, a majority-in-interest of the Selling Stockholders; *provided, that* the Company may transfer its rights hereunder to an affiliate, so long as such affiliate agrees in writing to be bound by all obligations under this Agreement and confirms in writing the representations and warranties set forth in Section 3 as if made by such affiliate. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement. For purposes of this Agreement, the term "majority-in-interest" shall mean the Selling Stockholders who hold a majority of the Stock to be sold pursuant to this Agreement.

6.3 **Governing Law**. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to principles of conflicts of laws.

6.4 **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

6.5 **Titles and Subtitles**. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

6.6 **Notices**. Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon delivery, when delivered personally or by overnight courier or sent by telegram or fax, or four (4) business days after being deposited in the U.S. mail, as certified or registered mail, with postage prepaid, addressed to the party to be notified at such party's address as set forth on the signature page hereto, or as subsequently modified by written notice, and if to any of the Selling Stockholders with a copy to P. Christian Anderson, Snell & Wilmer L.L.P., Gateway Tower West, 15 W. South Temple, Suite 1200, Salt Lake City, Utah 84101, Facsimile: (801) 257-1800, and if to the Company with a copy to Mark Bonham, Wilson Sonsini Goodrich & Rosati, Professional Corporation, 2795 E. Cottonwood Parkway, Suite 300, Salt Lake City, Utah 84121, Facsimile: (801) 993-6499.

6.7 **Finder's Fee**. Each party represents that it neither is nor will be obligated for any finder's fee or commission in connection with this transaction. The Company agrees to indemnify and to hold harmless each Selling Stockholder from any liability for any commission or compensation in the nature of a finder's fee (and the costs and expenses of defending against such liability or asserted liability) for which the Company or any of its officers, employees, or representatives is responsible. Each Selling Stockholder severally and not jointly agrees to indemnify and hold harmless the Company from any liability for any commission or

compensation in the nature of a finder's fee (and the costs and expenses of defending against such liability or asserted liability) for which such Selling Stockholder or any of its officers, employees or representatives is responsible.

6.8 **Fees and Expenses**. Each of the Selling Stockholders and the Company shall pay their respective fees and all other associated expenses incurred by such party in connection with the negotiation, execution, delivery and performance of the Agreement.

6.9 **Attorney's Fees**. If any action at law or in equity (including arbitration) is necessary to enforce or interpret the terms of any of the Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

6.10 **Amendments and Waivers**. Any term of this Agreement may be amended or waived only with the written consent of the Company, on the one hand, and a majority-in-interest of the Selling Stockholders on the other hand. Any amendment or waiver effected in accordance with this Section 6.10 shall be binding upon the Company and each transferee of the Stock, each future holder of all such Stock, and each of the Selling Stockholders.

6.11 **Severability**. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Agreement, (b) the balance of the Agreement shall be interpreted as if such provision were so excluded and (c) the balance of the Agreement shall be enforceable in accordance with its terms.

6.12 **Delays or Omissions**. No delay or omission to exercise any right, power or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

6.13 **Entire Agreement**. This Agreement, and the documents referred to herein, constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and any and all other written or oral agreements relating to the subject matter hereof existing between the parties hereto are expressly canceled.

6.14 **Survival**. This representations and warranties of the Company and the Selling Stockholders contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement and the Closing.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the parties have executed this Stock Repurchase Agreement as of the date first written above.

COMPANY:

NU SKIN ENTERPRISES, INC.

By: /s/ D. Matthew Dorny
Name: D. Matthew Dorny
Title: Vice President

[*Signature Page to Stock Repurchase Agreement*]

SELLING STOCKHOLDERS:

Blake M. Roney, as Attorney-In-Fact acting on behalf of each of the Selling Stockholders listed on Schedule I to this Stock Repurchase Agreement

/s/ Blake M. Roney

Blake M. Roney, Attorney-In-Fact

SCHEDULE I

SELLING STOCKHOLDERS

Name of Selling Stockholder	Selling Stockholder Commitment (in shares)	Amount Payable by Escrow Agent (in U.S. Dollars)
Entities affiliated with Blake M. Roney:		
BMR NS Holdings LLC	1,212,288	$ 27,421,954.56
Nedra D. Roney and affiliated entities:		
Nedra D. Roney, individually	922,883	20,875,613.46
The NR Trust	48,935	1,106,909.70
NR Rhino Company, L.C.	303,835	6,872,747.70
Entities affiliated with Steven J. Lund:		
SJL NS Holdings LLC	101,024	2,285,162.88
Entities affiliated with Brooke B. Roney:		
BBR NS Holdings LLC	101,024	2,285,162.88
Entities affiliated with Sandra N. Tillotson:		
Sandra N. Tillotson Family Trust	404,096	9,140,651.52
Total:	**3,094,085**	**$ 69,988,202.70**

[*Schedule I* to Stock Repurchase Agreement]

SCHEDULE II

CONFIDENTIAL INFORMATION

[*Schedule II* to Stock Repurchase Agreement]

SCHEDULE III

Purchaser	Purchase Commitment
Chilton International, L.P.	400,125
Chilton QP Investment Partners, L.P.	219,363
Chilton Investment Partners, L.P.	75,545
Chilton Opportunity International, L.P.	22,666
Chilton Opportunity Trust, L.P.	38,578
Chilton Global Partners, L.P.	23,723
Chilton Small Cap Partners, L.P.	72,974
Chilton Small Cap International, L.P.	147,026
Invus Public Equities L.P.	500,000
Total	**1,500,000**

[*Exhibit C to Stock Repurchase Agreement*]

Exhibit 5.1

[Letterhead of Simpson Thacher & Bartlett LLP]

August 23, 2004

Nu Skin Enterprises, Inc.
75 West Center Street
Provo, Utah 84601

Ladies and Gentlemen:

We have acted as counsel to Nu Skin Enterprises, Inc., a Delaware corporation (the "Company"), in connection with the Registration Statement on Form S-3 (the "Registration Statement") filed by the Company with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended, relating to the registration and resale of the 1,500,000 shares of Class A Common Stock, par value $0.001 per share, of the Company (the "Shares") that were initially sold in a private placement transaction by the selling stockholders (the "Selling Stockholders") listed on Schedule I attached to that certain Stock Purchase Agreement, dated as of July 26, 2004, by and among the Selling Stockholders and the purchasers listed on Schedule II attached thereto.

We have examined the Registration Statement and a form of the share certificate, which has been filed with the Commission as an exhibit to the Registration Statement. We also have examined the originals, or duplicates or certified or conformed copies, of such corporate records, agreements, documents and other instruments and have made such other investigations as we have deemed relevant and necessary in connection with the opinions hereinafter set forth. As to questions of fact material to this opinion, we have relied upon certificates or comparable documents of public officials and of officers and representatives of the Company.

In rendering the opinion set forth below, we have assumed the genuineness of all signatures, the legal capacity of natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as duplicates or certified or conformed copies and the authenticity of the originals of such latter documents.

Based upon the foregoing, and subject to the qualifications, assumptions and limitations stated herein, we are of the opinion that the Shares are validly issued, fully paid and nonassessable.

We do not express any opinion herein concerning any law other than the Delaware General Corporation Law (including the statutory provisions, all applicable provisions of the Delaware Constitution and reported judicial decisions interpreting the foregoing).

We hereby consent to the filing of this opinion letter as Exhibit 5.1 to the Registration Statement and to the use of our name under the caption "Legal Matters" in the Prospectus included in the Registration Statement.

Very truly yours,

/s/ Simpson Thacher & Bartlett LLP

SIMPSON THACHER & BARTLETT LLP

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-3 of our report dated March 15, 2004 relating to the consolidated financial statements, which appears in Nu Skin Enterprises, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2003. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ PricewaterhouseCoopers LLP
PricewaterhouseCoopers LLP
Salt Lake City, UT
August 23, 2004