

# 2020 OPTAVIA Convention: Online Registration Terms and Conditions

(Updated December 31, 2019)

The 2020 **OPTAVIA** Convention (the “Event” or “Convention”) will take place July 23-26, 2020 and is organized and sponsored by **OPTAVIA**, LLC (“**OPTAVIA**” or the “Company”). **OPTAVIA** reserves the right, in its sole discretion, to limit or deny access to any entity or individual (“Event Attendees”). If access is denied to the Event by **OPTAVIA** for any reason, **OPTAVIA** will refund the unused amount of the registration price paid by the Event Attendee(s).

**1. ELIGIBILITY:** Event Attendees must be 18 years old or older to register for the Event.

**2. REGISTRATION PRICING:**

Registration Type	When Rate is Available	Registration Rate* (per person)
“Early Bird” Registration	July 26, 2019 - December 31, 2019	US\$149.00†
“Early Bird” Registration - EXTENDED	January 1, 2020 - January 6, 2020	US\$149.00†
Standard Registration	January 7, 2020 - June 30, 2020	US\$199.00†

\*Registration Rate does not include meals. Meals will be the Event Attendees’ responsibility.

†Registration rates are calculated per person, not per **OPTAVIA** Coach Business account. For example, if you are an **OPTAVIA** Coach and wish to register for the Event for you and your Co-Applicant, you must select the “**OPTAVIA** Coach & Co-Applicant” registration option; the rate for a Coach & Co-Applicant will be the same as purchasing two (2) individual Registrations. In addition, if you are a Client or Guest and wish to bring a spouse or other individual to the Event, you will also be required to purchase two (2) Registrations. A “Coach” shall be defined as an individual who is, at the time of registration, enrolled and in good standing as an Independent **OPTAVIA** Coach with the Company and has agreed to the then-current Independent **OPTAVIA** Coach Agreement. A “Co-Applicant” shall be defined as an individual who is listed on a Coach’s business account as a Co-Applicant, and shall be a Coach’s spouse, bound by a marriage, civil union, domestic partnership or common-law marriage. A “Client” shall be defined as an individual who has ordered products from the Company and is otherwise not enrolled as a Coach or Co-Applicant. A “Guest” shall be defined as any other individual attending Convention.

3. **PAYMENT:** Payment for registration for the Event must be made by credit card (all major credit cards accepted). Registration must be paid in full at the time of purchase.
4. **CANCELLATION/REFUND AND TRANSFER POLICY:**
- a. All registration types are refundable on or before Tuesday, December 31, 2019, for no fee.
  - b. All registration types are refundable between January 1, 2020 and June 30, 2020, subject to a US\$25.00 processing fee.
  - c. Beginning July 1, 2020 no refunds will be given for cancellations. No exceptions.
  - d. No transfers will be accepted at any time. No exceptions.
5. **REGISTRATION PRICE CHANGES:** Event Registration prices are subject to change at **OPTAVIA**'s sole discretion. Registration prices will increase as the date of the Event gets closer. These price increases may be communicated via Buzz or any other method that **OPTAVIA** deems appropriate.
6. **REGISTRATION DEADLINE:** The deadline to register for Convention is June 30, 2020. After this date only "Newly Activated" Coaches, will be permitted to register for Convention, and only through July 17, 2020. A "Newly Activated" Coach is a Coach that purchased a business kit from **OPTAVIA** on or after June 1, 2020.
7. **OPTIONAL ITEMS:** Event Attendees have the option to add the following optional items to their Convention Registration:
- a. **OPTAVIA** Kids Care, for US\$60 per child, per day (Thursday rate) and US\$120 per child, per day (Friday & Saturday rate).
    - i. Additional Terms and Conditions will apply to the **OPTAVIA** Kids Care;
    - ii. **OPTAVIA** Kids Care is only available for children ages 3-12. Children must be between ages 3-12 at the time of the event, July 23-26, 2020;
    - iii. Purchases of **OPTAVIA** Kids Care tickets are non-refundable; and
    - iv. Last day to purchase an **OPTAVIA** Kids Care ticket is June 30, 2020.
  - b. Unplugged with Dr. A, for US\$25 per person.
    - i. Last day to purchase an Unplugged with Dr. A ticket is June 17, 2020;
    - ii. Purchases of Unplugged with Dr. A tickets are non-refundable; and
    - iii. Net proceeds from ticket sales will benefit a Healthy Habits for All™ partner. Donations will be made on behalf of **OPTAVIA**, LLC by Medifast, Inc.
8. **CERTAIN ADDITIONAL CONDITIONS:**
- a. By attending the Event, Event Attendees agree to abide by all generally applicable rules and regulations governing the Event that have been provided or otherwise made known to the Event Attendees by **OPTAVIA** and/or any of its subsidiaries, affiliates or parent companies.
  - b. **OPTAVIA** uses the personal data Event Attendees provide during registration for

the purpose of administering your participation in this Event. To this end, **OPTAVIA**, and/or any of its subsidiaries, affiliates or parent companies, may disclose Event Attendees personal data to third party service providers (e.g., any providers engaged by **OPTAVIA** to assist in conducting and administering the Event). **OPTAVIA**, and/or any of its subsidiaries, affiliates or parent companies, may also disclose Event Attendees personal data to other Event Attendees but will do so solely in compliance with applicable data protection laws and our Privacy Policy. Except as described herein, **OPTAVIA**, and/or its subsidiaries, affiliates and parent companies, will not disclose your personal data to any other third party without your consent except where required to do so by law.

- c. **OPTAVIA** prohibits the use of cameras and mobile recording devices at all Event General Sessions, Breakouts and speaker presentations. **OPTAVIA** uses professional photographers/videographers to capture images of the Event in compliance with data protection & privacy laws. **OPTAVIA**, and/or any of its subsidiaries, affiliates or parent companies, may edit and use these images for administrative and promotional activities in the ordinary course of business. By attending the Event, Event Attendees acknowledge and agree that (i) your image may be used by **OPTAVIA**, and/or any of its subsidiaries, affiliates or parent companies, as set forth hereunder; and (ii) other Event attendees may capture your image, in photo, video or streaming formats, which **OPTAVIA** cannot control and for which **OPTAVIA** disclaims all liability. Event Attendees registration for, and participation in this **OPTAVIA** Event constitutes their acknowledgment and permission for **OPTAVIA**, and/or any of its subsidiaries, affiliates or parent companies, to obtain photographs, videos, and other recorded media of their likeness. Event Attendees acknowledge and agree to allow any such recorded media to be used by **OPTAVIA**, and/or any of its subsidiaries, affiliates or parent companies, for any lawful purpose, and without compensation.
- d. No strollers are allowed in the General Sessions, Breakouts or any other events.
- e. In order to respect and preserve the professional nature of the General Sessions and Breakouts, no children will be permitted, only nursing infants are allowed in these events.
- f. At the Event, Event Attendees may receive access to **OPTAVIA**, and/or any of its subsidiaries', affiliates' or parent companies', licensed content ("Presentation Materials"). **OPTAVIA** is not liable for the information in the Presentation Materials. Event Attendees may use them solely for their own internal, non-commercial purposes. Unauthorized distribution (via sales, copying, posting on intranet/internet) is expressly forbidden. Excerpting or quoting is permitted with prior written approval from **OPTAVIA**'s Compliance Department.

- g. Submission of a Registration online, by phone or by email, constitutes an official Registration and intent to attend the Event.
- h. **OPTAVIA** is not responsible for and will not issue refunds to Event Attendees for any events or issues that may delay or prohibit Event Attendees from attending the Event, including, but not limited to, flight or other travel-related delays.
- i. **OPTAVIA** is not responsible for any items that may be lost and/or stolen during or at the Event. By registering for the Event, Event Attendees specifically release **OPTAVIA** (and any of its parent and subsidiary companies, including Medifast, Inc.) from any claims Event Attendees may have due to lost and/or stolen items at or during the Event.
- j. Event Attendees' registration for, and participation in this **OPTAVIA** Event constitutes their acknowledgement and agreement to these Terms and Conditions.
- k. Additional terms and conditions will apply for hotel/lodging reservations for the Event, including, but not limited to, certain cancellation policies, for which Event Attendees will be subject to and which may reside on the hotel website and/or **OPTAVIA**'s corporate sites any time. **OPTAVIA** reserves the right to change or modify the Terms and Conditions for this Event.
- l. While the Event Attendee is permitted to bring infants and/or minor children to Convention for **OPTAVIA** Kids Care, by participating in the Event, the Event Attendee hereby acknowledges and understands the potential issues and hereby assumes the risks (including but not limited to the risk of serious bodily injury or harm) involved as a result of any infant and/or minor child attending Convention. As a result, Event Attendees agree to waive, release, and discharge **OPTAVIA**, LLC, and its affiliates, parent companies (including, but not limited to, Medifast, Inc.), subsidiaries, employees, agents, or third-party vendors (hereinafter "Released Entities") from any and all liability from any claims, demands, damages, injuries, death, disabilities, claims or causes of action of any nature which may hereafter accrue to the achieving Coach, his/her infant and/or minor child as a direct or indirect result of the infant's and/or minor child's attendance at the Event and hereby indemnifies and holds harmless the Released Entities from and against any and all claims or causes of action of any nature, including all costs, expenses, and fees arising out of or as a result of any of the Event Attendee's or the infant's and/or minor child's actions during their attendance at the Event, as well as all claims and/or rights or causes of action for damages which the infant and/or minor child has or may hereafter have, either before or after the infant/minor child reaches the age of majority. The Event Attendee is also fully responsible for providing all items necessary for their infant and/or minor

children's comfort, safety and wellbeing during the Event, including but not limited to childcare, food, sleeping accommodations, transporting devices, any needed medical care, and general supplies.

- m. The Event Attendee may participate purely voluntary exercise instruction classes or events offered at Convention, which are in no way mandated by attendance at the Event, and the Event Attendee hereby recognizes that the classes/events may involve strenuous physical activity including, but not limited to, muscle strength and endurance training, cardiovascular conditioning and training, and other various fitness activities that may result in injury. These classes/events will be organized and taught by Independent Coaches of **OPTAVIA**, LLC and not by any employees or affiliates of the hosting location, Medifast, Inc., or **OPTAVIA**, LLC. By participating in these classes or events, the Event Attendee hereby affirms that he or she is in good physical condition and does not suffer from any known disability or condition that would prevent or limit his or her participation in the exercise instruction classes/events. Event Attendees interested in exercise instruction classes/events should consult their personal physician before beginning any exercise program. The Event Attendee hereby releases the Release Entities (as defined in paragraph 8.l) from any claims, demands, damages, injuries, and causes of action resulting from his or her voluntary participation.

**9. FORCE MAJEURE:** **OPTAVIA**, and/or any of its affiliates or parent companies, shall not be liable for any delay or cancellation of the Event or any parts of the Event to the extent that such delay or cancellation is caused by an event of force majeure which affects performance by hindering, delaying, making impossible or making considerably more difficult the fulfilment of commitments by **OPTAVIA** and/or any of its Affiliates. "Force majeure" shall mean an event, or a series of related events, that is outside the reasonable control of **OPTAVIA**, and/or any of its affiliates or parent companies, (including but not limited to power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks, acts of God and wars).

**10. ARBITRATION:** Except where prohibited by law, as a further condition of participating in this Event, registered Event Attendees agree that (a) any and all disputes and causes of action arising out of or connected with this Event, shall be resolved individually, without resort to any form of class action, and exclusively, by final and binding arbitration under the rules of JAMS (alternative dispute resolution service ) ("JAMS"); (b) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; (c) judgment upon such arbitration award may be entered in any court having jurisdiction; and (d) these Terms and Conditions shall be governed by the law of the State of Maryland. All arbitration proceedings and rulings, and all materials produced pursuant to the arbitration, shall be strictly confidential. All proceedings shall be conducted in the city of **OPTAVIA**'s corporate headquarters. Except as prohibited by law, the parties waive all rights and claims to punitive, incidental

or consequential damages, including attorney's fees; and Event Attendees further waive all rights to have damages multiplied or increased.

- 11. INDEMNIFICATION AND LIMITATION OF LIABILITY:** BY REGISTERING FOR AND ATTENDING THE EVENT, EACH EVENT ATTENDEE AGREES TO INDEMNIFY, RELEASE AND HOLD HARMLESS **OPTAVIA** AND ITS RESPECTIVE PARENT, AFFILIATE AND SUBSIDIARY COMPANIES, INCLUDING BUT NOT LIMITED TO, MEDIFAST, INC., AS WELL AS ALL OF ITS ADVERTISING AND PROMOTIONAL AGENCIES, AND ALL THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS FROM ANY LIABILITY, DAMAGES, LOSSES OR INJURY (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES) WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), CONTRACT, WARRANTY, STRICT LIABILITY, RELIANCE OR UNDER ANY OTHER THEORY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THAT EVENT ATTENDEE'S PARTICIPATION IN THE EVENT, AND WHETHER OR NOT **OPTAVIA** AND ITS RESPECTIVE PARENT, AFFILIATE AND SUBSIDIARY COMPANIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 12. INTELLECTUAL PROPERTY:** These Terms and Conditions and all related web pages, content and code are the property of **OPTAVIA** or authorized third parties. The copying or unauthorized use of any of those materials, associated trademarks or any other intellectual property without the express written consent of its owner is strictly prohibited.
- 13. SEVERABILITY:** If any term or other provision of these Terms and Conditions is determined to be invalid, illegal or incapable of being enforced by any rule or law, or public policy, such provisions shall be severed and all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect.
- 14. SPONSOR:** The sponsor of the Event is **OPTAVIA**, LLC 100 International Drive, 18<sup>TH</sup> Floor, and Baltimore, MD 21202.