

2020 OPTAVIA® “International Leadership Advancement Trip” Incentive Official Terms & Conditions

(Updated March 20, 2020)

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS INCENTIVE. VOID WHERE PROHIBITED OR RESTRICTED BY APPLICABLE LAWS AND REGULATIONS. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN ONLY TO LEGAL RESIDENTS OF HONG KONG, SINGAPORE AND THE UNITED STATES, THE DISTRICT OF COLUMBIA, AND OTHER LOCALES UNDER THE UNITED STATES JURISDICTION, INCLUDING PUERTO RICO, GUAM, U.S. VIRGIN ISLANDS AND OTHER PROTECTED TERRITORIES. MUST BE 18 YEARS OF AGE AND OLDER. INTERNET ACCESS AND EMAIL ACCESS IS REQUIRED TO PARTICIPATE IN THIS INCENTIVE.

1. **BINDING AGREEMENT:** By participating in the 2020 **OPTAVIA** International Leadership Advancement Trip Incentive (“Incentive” or “Trip”), participant (the “**OPTAVIA** Coach,” “Coach,” or “Participant”) fully and unconditionally agrees to accept these Official Terms and Conditions (“Terms and Conditions”) and the decisions of the Sponsor, **OPTAVIA**, LLC (“**OPTAVIA**”), which are final and binding in all matters related to the Incentive. To be eligible for the Incentive, the Coach must fulfill all requirements set forth herein.
2. **ELIGIBILITY:** This Incentive is open to legal Hong Kong, Singapore and U.S. residents who are, during the Qualification Period (“Qualification Period”), at least 18 years of age or older and are also an “**OPTAVIA** Coach” (defined as an individual who has purchased an **OPTAVIA** Coach Business Kit (“Business Kit”) in good standing and without disciplinary action, i.e., in compliance with the **OPTAVIA** Policies, Procedures, Independent **OPTAVIA** Coach Agreement, and the applicable **OPTAVIA** Compensation Plan (either the “Integrated Compensation Plan” for U.S. based Coaches or the “International Compensation Plan” for internationally based Coaches) (collectively, “the Agreement”). **OPTAVIA**, its respective promotions agencies, any of its respective parent companies, subsidiaries, officers, directors, partners, principals, partnerships, employees or agents (collectively, “the Incentive Entities”) and their immediate families (defined as spouse, mother, father, sisters, brothers, sons and daughters, regardless of where they reside) and members of their households (whether related or not) are ineligible to participate in this Incentive.
3. **INCENTIVE QUALIFICATION PERIOD:** The Qualification Period starts at 12:00 a.m. PT July 1, 2019 and ends 11:59 p.m. PT December 31, 2019.
4. **INCENTIVE DEFINITIONS:**
 - a. **Frontline Qualifying Volume or FQV:** The sum of all Qualifying Volume on a Coach’s level 1 (i.e., his/her “frontline”), excluding a Coach’s own Personal Qualifying Volume (PQV).
 - b. **Generation Zero:** All of the Coaches and Clients in a Coach’s organization, down to the first qualified Executive Director (or Executive Coach under the International Compensation Plan) in depth. For the purposes of this Incentive, Generation Zero will be “fixed” in June 2019. This means that any Clients/Coaches who exist in a Coach’s Generation Zero in June 2019 (or any that activate after July 1, 2019) will remain in that Coach’s Generation Zero for the duration of the Qualification Period.
 - i. For example, Coach “A” is in Path 3. Coach A has Coach “B” in his/her Generation Zero. Coach B advances to Executive Director in September 2019. Coach B sponsors Coach “C”. Coach C qualifies as an Executive Director with one Senior Coach Team in December 2019. Coach C qualifies Coach A for the

team requirement of the incentive, as Coach C remains in Coach A's Generation Zero, regardless of Coach B's performance.

- c. **Path:** A set of criteria that a Coach must fulfill in order to earn the Incentive. There are five "Paths" to potential achievement of the Incentive. A Coach's Path is determined by his/her highest performing ("paid as") rank in either of the months of May or June 2019, whichever rank is the highest for these months will determine the Path.
 - i. For example, Coach "A" performs as an Executive Director in May 2019 and then performs as a Director in June 2019. Since Coach A's May performing rank was higher than his/her performing rank in June, Coach A would be placed into the Path for Executive Directors, i.e., Path 2. Please note, a Coach's Path remains the same for the duration of the Qualification Period.
 - d. **PLEASE NOTE:** All other terminology not defined herein (including Coach ranks, etc.) are specifically defined under the **OPTAVIA** Integrated Compensation Plan or International Compensation Plan; these Compensation Plans can be found in the Coach's back-offices or on **OPTAVIA** Coach Answers [here](https://COACHANSWERS.OPTAVIA.com/help) (<https://COACHANSWERS.OPTAVIA.com/help>).
5. **INCENTIVE QUALIFICATIONS:** The Paths and corresponding requirements to earn the Incentive are outlined in the chart below. Of note, Coaches who purchased a Business Kit on or after July 1, 2019 will automatically be placed in "Path 1". All other Coaches who purchased a Business Kit prior to June 30, 2019 will be placed in the Path according to the Coach's highest performing ("paid as") rank in the months of either May or June 2019. Coaches must meet all of the Requirements outlined below during the Qualification Period:

Paths to Achieving the International Leadership Advancement Trip 2020	
Path 1	
Coach's Highest Performing ("Paid As") Rank in Either May or June 2019:	
<p><u>U.S. Rank*:</u></p> <ul style="list-style-type: none"> • Coach • Senior Coach • Manager • Associate Director • Director 	<p><u>International Rank*:</u></p> <ul style="list-style-type: none"> • Coach
<p><i>*Both the U.S. and International Compensation Plan "ranks" are only captured under Path 1, as the International Markets of Hong Kong and Singapore will officially open in July 2019 making Path 1 the only eligible Path for international Coaches. U.S. ranks only are listed for the remaining Paths due to no International Coaches being able to qualify for Paths 2-5. As the markets of Hong Kong and Singapore officially open in July 2019, all Coaches based in these markets will automatically be placed in Path 1.</i></p>	
Requirements:	
<ol style="list-style-type: none"> 1. Qualify as an Executive Director/Executive Coach, or higher, with one (1) Senior Coach Team in the month of December 2019; AND 2. Generate an aggregate of 30,000 FQV during the Qualification Period. 	

Path 2
Coach's Highest Performing ("Paid As") Rank in Either May or June 2019:
U.S. Rank:
<ul style="list-style-type: none"> • Executive Director • Regional Director
Requirements:
<ol style="list-style-type: none"> 1. Qualify as a Fully Integrated Business Coach ("FIBC"), or higher in the month of December 2019; AND 2. Generate an aggregate of 45,000 FQV during the Qualification Period.

Path 3
Coach's Highest Performing ("Paid As") Rank in Either May or June 2019:
U.S. Rank:
<ul style="list-style-type: none"> • Integrated Executive Director • Integrated Regional Director • National Director
Requirements:
<ol style="list-style-type: none"> 1. Qualify as an Integrated Executive Director, Integrated Regional Director, or National Director in the month of December 2019; 2. Generate an aggregate of 60,000 FQV during the Qualification Period; AND 3. Develop at least one (1) Executive Director/Executive Coach, with one (1) Senior Coach Team, in Generation Zero, in the month of December 2019 OR have already developed an Executive Director/Executive Coach with one (1) Senior Coach Team for two (2) consecutive months during the Qualification Period, in Generation Zero.* <p><i>*The Executive Director/Executive Coach must not have performed as an Executive Director/Executive Coach in June 2019, but could have performed as Executive Director/Executive Coach for one (1) month or more from July 2019-November 2019.</i></p>

Path 4
Coach's Highest Performing ("Paid As") Rank in Either May or June 2019:
U.S. Rank:
<ul style="list-style-type: none"> • Integrated National Director • Global Director • Presidential Director
Requirements:

1. Must qualify as an Integrated National Director, Global Director or Presidential Director in December 2019; **AND**
 - A. Develop at least one (1) Executive Director/Executive Coach, with one (1) Senior Coach Team, in Generation Zero, during the month of December 2019 **OR** have developed one (1) Executive Director/Executive Coach with one (1) Senior Coach Team for two (2) consecutive months during the Qualification Period, in Generation Zero*; **OR**
 - B. Develop one (1) FIBC/Master Coach in December 2019 **OR** developed a FIBC/Master Coach for two (2) consecutive months during the Qualification Period. The newly qualified FIBC/Master Coach must be outside any existing FIBC teams as of June 2019**.

**The Executive Director/Executive Coach must not have performed as an Executive Director/Executive Coach in June 2019, but could have performed as an Executive Director/Executive Coach or higher for one month or more from July 2019-November 2019.*

***The FIBC/Master Coach must not have performed as a FIBC/Master Coach in June 2019, but could have performed as a FIBC or Master Coach for one month or more from July 2019-November 2019.*

Path 5
Coach's Highest Performing ("Paid As") Rank in Either May or June 2019:
U.S. Rank: <ul style="list-style-type: none"> • Integrated Global Director • Integrated Presidential Director
Requirements:
<ol style="list-style-type: none"> 1. Qualify as a Fully Integrated Business Coach ("FIBL") in December 2019.

6. **INTERNATIONAL LEADERSHIP ADVANCEMENT TRIP DETAILS:** Those Coaches who meet the Incentive Qualifications for their corresponding Paths will receive a Trip for the Coach and a Guest* taking place November 4-9, 2020 at the Baha Mar Resort in the Bahamas. The Trip will include the following:
 - a. Accommodations for two (2) at the Baha Mar Resort (November 4-9, 2020) for six (6) days and five (5) nights;
 - b. U.S based Coaches will receive a travel credit of \$1,000.00 USD per Coach account†. International based Coaches will receive a travel credit of \$5,000.00 USD per Coach account†;
 - c. Resort credit of \$500.00 USD per Coach account;
 - d. Round-Trip transfers for the Coach and Guest from the Nassau International Airport (NAS) to the Baha Mar Resort;
 - e. Select group events hosted by the Sponsor (e.g., Community Events, Educational Sessions, etc.).
 - i. Approximate Retail Value (ARV) of the Trip for U.S. based Coaches will be \$5,398.66 USD per Coach Account.
 - ii. Approximate Retail Value (ARV) of the Trip for international based Coaches will be \$9,398.66 USD per Coach Account.

**If the achieving Coach account has a "co-applicant", the co-applicant will automatically be considered the Guest. The Guest cannot be another*

OPTAVIA Coach who failed to qualify for the Incentive. If the Guest is under the age of 18, the Guest will not be permitted to attend **OPTAVIA**-sponsored events (educational sessions, “Community” events, etc.).

†These Terms and Conditions have been updated as of March 20, 2020 due to the COVID-19 pandemic, which resulted in the postponement of the Trip from April 19-24, 2020 to November 4-9, 2020. Prior to the postponement of the Trip, the Sponsor paid out the travel credit to those Coaches who achieved the Trip, accepted and RSVP’d by the January 23, 2020 deadline. As a result, given the change in the dates for the Trip, with respect to the travel credit:

- If an achieving Coach accepted the Trip and previously RSVP’d for the Trip prior to the RSVP deadline, but are unable to attend the Trip November 4-9, 2020, these Coaches may keep the travel credit and the travel credit will be reported as taxable income in the respective Coach’s jurisdiction (e.g., Form 1099-Misc in the U.S.);
- If an achieving Coach accepted the Trip and previously RSVP’d for the Trip prior to the RSVP deadline and the Coach is planning to attend the Trip November 4-9, 2020, the Coach will not be issued an additional travel credit; the Coach will use the travel credit that was previously issued and the travel credit will be reported as taxable income in the respective Coach’s jurisdiction (e.g., Form 1099-Misc in the U.S.);
- If an achieving Coach previously declined the Trip (and was therefore not issued a travel credit), the achieving Coach has another opportunity to RSVP for the Trip November 4-9, 2020. If the Coach RSVP’s by the deadline set by the Sponsor, the Coach will be issued a travel credit and the travel credit will be reported as taxable income in the respective Coach’s jurisdiction (e.g., Form 1099-Misc in the U.S.). The payment of the travel credit is TBD;
- If an achieving Coach previously declined the Trip and chooses to decline the Trip November 4-9, 2020, the Coach will not be issued a travel credit.

7. ADDITIONAL INCENTIVE TERMS:

- a. **OPTAVIA** reserves the right to amend the Incentive Terms and Conditions and the aforementioned Trip details, at any time and at its sole discretion.
- b. **OPTAVIA** reserves the right to interpret the Incentive Qualifications at its sole discretion.
- c. **OPTAVIA** reserves the right to audit and verify that all Incentive Qualifications and requirements were met compliantly and by following the **OPTAVIA** Official Policies, Procedures, Independent Coach Agreement, and the Integrated Compensation Plan or International Compensation Plan (all of these items are collectively referred to as “the Agreement”). **OPTAVIA** reserves the right to

revoke any Trips which were achieved through non-compliant activities on the part of the Coach and/or were in violation of the Agreement.

- d. **OPTAVIA** does not allow or condone manipulation or fraudulent activity associated with the Incentive or Compensation Plans and, as such, **OPTAVIA** reserves the right to conduct an investigation prior to making any determinations concerning qualification for the Incentive and the corresponding Trip. The discovery by **OPTAVIA** of any manipulation or fraudulent activity will be grounds for disqualification from the Incentive and/or revocation of the Trip and potential disciplinary action pursuant to the **OPTAVIA** Policies and Procedures. Manipulation of this Incentive or the Company's Compensation Plans includes, but is not limited to, using Wellness Credits (which will not be available in International Markets at the time of the "Soft Launch" of these markets) to purchase full orders for Clients and/or Coaches; Wellness Credits may only pay for a maximum of 50% of an order (for one of the purposes outlined in the Policies and Procedures) in order to be considered compliant. Additionally, placing orders under other Coach's accounts and/or personally purchasing items under fictitious or actual accounts with the purpose of gaining the Trip or compensation is considered manipulation.
- e. The account of any Coach, who was subject to disciplinary action during the Qualification Period, or at any time prior thereto, is subject to a review by **OPTAVIA** and is subject to disqualification from this Incentive and earning the International Leadership Advancement Trip and/or any associated rewards.
- f. Sponsor reserves the right to cancel, suspend, and/or modify the Incentive, the International Leadership Advancement Trip and/or extend or delay the Incentive Qualification Period, or any part of thereof: (1) for any reason, (2) due to force majeure (e.g. an act of war or terror), or (3) if any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Incentive in any manner, or for any reason related to the administration of the Incentive, as determined by Sponsor in its sole discretion. In the event the Incentive is not capable of running as planned, including due to infection by computer virus or bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor, which corrupt or affect the operation, administration, security, fairness, integrity or proper conduct of the Incentive, Sponsor may, in its sole and absolute discretion and without any fault or liability, (a) cancel the Incentive; and/or (b) modify or suspend the Incentive to address the impairment and then resume the Incentive in a manner that best conforms to the spirit of these Terms and Conditions.
- g. At its sole discretion, Sponsor may disqualify any Participant whom it considers to have intentionally violated these Terms and Conditions or any element of this Incentive. By participating, the Coach agrees to be bound by the Terms and Conditions and the decisions of Sponsor and to waive any right to claim ambiguity in these Terms and Conditions. The Incentive Entities are not responsible for technical, hardware, software, or telephone failures of any kind,

lost or unavailable network connections, fraud, incomplete, garbled, or delayed computer transmissions, whether caused by Sponsor, users or by any of the equipment or programming associated with or utilized in the Incentive or by technical or human error which may occur and/or which may damage a user's system, hardware or software or limit a Coach's ability to participate in the Incentive.

- h. Any undefined terms used throughout these Terms and Conditions shall be understood and construed as set forth and used in **OPTAVIA**'s current Policies, Procedures and U.S. Integrated Compensation Plan and/or International Compensation Plan (the "Agreement"). Should any conflicts exist between the definitions under these Terms and Conditions and the Agreement, the definition under these Terms and Conditions will govern.
- i. The International Leadership Advancement Trip is valued in U.S. Dollars. **OPTAVIA** accepts no responsibility for any variation in the International Leadership Advancement Trip values. **OPTAVIA** reserves the right, in its sole discretion, to substitute a reward of equal or greater value. The International Leadership Advancement Trip must be taken as offered and may not be assigned or transferred. The International Leadership Advancement Trip or any unused portion of the International Leadership Advancement Trip is not exchangeable and cannot be redeemed for cash, reward or other compensation.
- j. The achieving Coach must "RSVP" by the deadline set by the Sponsor to accept the Trip, otherwise, the Coach will be deemed to have forfeited the Trip. If a Coach forfeits the Trip, no alternative trip, reward or compensation will be made available. No exceptions will be made for Coaches who fail to meet this deadline.
- k. Accommodations for the trip may vary between achieving Coaches; all accommodations will be assigned to the achieving Coach at the sole and absolute discretion of the Sponsor.
- l. The achieving Coach will be solely responsible for any and all incidental and ancillary expenses and all other costs and expenses which are not specifically listed as part of the International Leadership Advancement Trip in these Terms and Conditions and which may be associated with the International Leadership Advancement Trip, acceptance, receipt and use of all or any portion of the International Leadership Advancement Trip, including, but not limited to: checked baggage fees, meals and beverages not specifically provided for, transfers to and from the airport, transportation to and from any activities, taxis, parking, spending money, Wi-Fi/wireless internet and any additional activities not provided by **OPTAVIA** during the International Leadership Advancement Trip.
- m. As a prerequisite for accepting and participating in the International Leadership Advancement Trip, the achieving Coach must sign a Waiver/Release of Liability whereby the Coach agrees to indemnify, release and hold harmless **OPTAVIA**, and its respective, parents, affiliates and subsidiaries, from any and all liability, damages, losses or injury.

- n. While the achieving Coach is permitted to bring infants and/or minor children on the Trip, by participating in the Incentive, the Coach 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 the Trip. As a result, achieving Coaches 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 on the Trip and hereby indemnify and hold 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 Coach's or the infant's and/or minor child's actions during their attendance on the Trip, 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. I also understand that I am fully responsible for providing all items necessary for my infant and/or minor children's comfort, safety and wellbeing during the Trip, including but not limited to childcare, food, sleeping accommodations, transporting devices, any needed medical care, and general supplies.
- o. ALL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF THE INTERNATIONAL LEADERSHIP ADVANCEMENT TRIP ARE THE SOLE RESPONSIBILITY OF THE ACHIEVING COACH AND WILL BE BASED ON THE APPROXIMATE RETAIL VALUE (ARV) OF THE INTERNATIONAL LEADERSHIP ADVANCEMENT TRIP.
- p. The Coach assumes all risk of loss, damage, destruction, delay or misdirection of materials/emails submitted to **OPTAVIA**. **OPTAVIA** reserves the right, in its sole discretion, without prior notice and at any time, to cancel, terminate or suspend this Incentive should virus, bugs, non-authorized human intervention or other causes beyond the control of **OPTAVIA**, corrupt or impair the administration of this Incentive.
- q. By participating, the Coach agrees to be bound by the Terms and Conditions and the decisions of **OPTAVIA** and to waive any right to claim ambiguity in these Terms and Conditions.
- r. Except where prohibited by law, by participating in the Incentive, Participants agree to grant **OPTAVIA** and any of its parents, affiliates or subsidiary companies, including, but not limited to, Medifast, Inc., an irrevocable and transferrable license to use his/her name, photograph, likeness, city and/or state for advertising and publicity purposes for no additional compensation. Such material may be published through any form of media, including but not limited to, print, social media, and on the Internet.

- s. By attending the International Leadership Advancement Trip, Participants 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 International Leadership Advancement Trip attendees may capture your image, in photo, video or streaming formats, which **OPTAVIA** cannot control and for which **OPTAVIA** disclaims all liability. Coaches' participation in the International Leadership Advancement Trip 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. International Leadership Advancement Trip Participants 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.
 - t. To attend the Trip, achieving Coach and Guest are responsible for obtaining all valid documentation for travel, including but not limited to a valid passport and/or visa which meet the requirements of immigration and any other government authorities. Achieving Coach and Guest shall bear the sole responsibility for obtaining their individual passport and/or any required visas or other documentation and any and all costs related thereto. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities (including any costs associated with delay, will be the sole responsibility of the achieving Coach and/ or the Coach's Guest). Achieving Coach and/or Guest are responsible for ensuring compliance with any and all other travel requirements (including any required vaccinations, etc.) for all ingress and egress to and from the Bahamas and all costs relating thereto.
8. **ARBITRATION:** Except where prohibited by law, as a further condition of participating in this Incentive, Participants agree that: (a) any and all disputes and causes of action arising out of or in connection with this Incentive, the International Leadership Advancement Trip and/or any other rewards granted hereunder, 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, and this Incentive, shall be governed by the laws of the State of Maryland. All arbitration proceedings and rules, 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 (Baltimore, MD). Except as prohibited by law, the parties waive all rights and claims to punitive, incidental or consequential damages, including attorney's fees, and Coach further waives all rights to have damages multiplied or increased.
9. **INDEMNIFICATION, RELEASE AND LIMITATION OF LIABILITY:** BY PARTICIPATING IN THE INCENTIVE, EACH PARTICIPANT AGREES TO INDEMNIFY, RELEASE AND HOLD HARMLESS THE COMPANY AND ITS RESPECTIVE PARENTS, AFFILIATES AND

SUBSIDIARY COMPANIES, INCLUDING BUT NOT LIMITED TO MEDIFAST, INC., ITS PARENTS, AFFILIATES AND SUBSIDIARIES, 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 PARTICIPANT'S PARTICIPATION IN THE INCENTIVE REGARDLESS OF WHETHER OR NOT THE INCENTIVE ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. **INTELLECTUAL PROPERTY:** These Terms and Conditions and all related web pages, content and code are the property of **OPTAVIA**, LLC 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.
11. **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 these Terms and Conditions shall nevertheless remain in full force and effect.
12. **SPONSOR:** The sponsor of this Incentive is **OPTAVIA**, LLC, 100 International Drive, 18th Floor, Baltimore, Maryland, 21202.