

2018 **OPTAVIA**® Sundance XIII Advanced Leadership Retreat: Official Terms and Conditions

(Updated August 13, 2018)

The 2018 **OPTAVIA** Sundance XIII Advanced Leadership Retreat (“Sundance” or the “Retreat”) is sponsored by **OPTAVIA**, LLC (“**OPTAVIA**,” the “Company” or “Sponsor”), which reserves the right, in its sole discretion, to limit or deny access to any entity or individual to the Retreat. If access is denied by **OPTAVIA** for any reason, **OPTAVIA** will promptly refund any unused amount of the registration.

- 1. BINDING AGREEMENT:** By participating in Sundance, the 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, which are final and binding in all matters related to the Retreat. To be eligible for Sundance, a Coach must fulfill all requirements set forth herein.
- 2. QUALIFICATION PERIOD:** The Qualification Period (“Qualification Period”) for Sundance begins at 12:00 a.m. PT May 1, 2018 and ends 11:59 p.m. PT August 31, 2018.
- 3. QUALIFICATIONS:** Sundance is a qualifying leadership event, therefore, Sundance is open **ONLY** to Coaches who have:
 - a.** Qualified as a Global Director or above 1 out of 4 months during the Qualification Period (a “Qualified Coach” or “Qualifying Coach”).
- 4. STAGGERED INVITATION SCHEDULE:** Unfortunately, space at Sundance is limited and, as we grow, we are not able to accommodate all Qualifying Coaches who wish to attend. Therefore, we are granting “early admission” to Sundance based on the rank of Qualified Coaches according to a Staggered Invitation Schedule. Invitations for Sundance are on a “first come, first serve” basis; an invitation to Sundance does not guarantee a space will be available for the Qualified Coach. If a Qualified Coach receives an invitation, but does not register immediately, there may not be space for the Coach to attend. Therefore, Qualifying Coaches who receive an invitation should register immediately in order to ensure they are able to attend. The following is the Staggered Invitation Schedule:

Date the Invite is Sent:	Who is Invited:
On or around 8/13/2018	Qualified Integrated Presidential Directors (Qualified as Integrated Presidential Director one month in either May, June or July).
On or around 8/20/2018	Qualified Integrated Global Directors or Presidential Directors (Qualified as Integrated Global Director or Presidential Director one month in either May, June or July).
On or around 8/27/2018	Qualified Global Directors (Qualified as Global Director one month in either May, June or July)
On or around 9/10/2018	Qualified Global Directors and above (Qualified as Global Director in August 2018.)

5. **RETREAT MEETINGS:** At the Retreat, certain meetings will be held by the Company which are “invite only” based on certain qualifications and criteria established by the Company. These qualifications will be communicated by the Company at a date closer to the Retreat.
6. **REGISTRATION FEES:** Registration fees for Sundance are as follows:
 - a. Individual Coach - \$600.00; and
 - b. Coach & Co-Applicant - \$990.00.
7. **PAYMENT:**
 - a. Payment for registration for the Retreat must be made by credit card (all major credit cards accepted). Registration must be paid in full at the time of purchase.
8. **CANCELLATION/REFUND POLICY:**
 - a. There will be no charge for refunds/cancellations made by September 30, 2018 at 11:59 p.m. PT.
 - b. Beginning October 1, 2018 there will be a 50% cancellation fee (\$300.00 for an Individual Coach registration and \$495.00 for a Coach & Co-Applicant registration).
 - c. "No Shows" will be deemed a cancellation per the cancellation cut-off date listed above and will not be given a refund.
9. **TRANSFERS POLICY:**
 - a. Transfers and/or substitutions of registrations for the Retreat will not be permitted; no exceptions will be considered.
10. **ADDITIONAL RETREAT TERMS:**
 - a. By attending the Retreat, you agree to abide by all generally applicable terms and conditions governing the Retreat that have been provided or otherwise made known to you by **OPTAVIA**.
 - b. Additional terms and conditions apply for hotel/lodging reservations for the Retreat, including, but not limited to the following:
 - i. Initial deposit of one (1) night room and tax is due at the time of the individual booking. Remaining balance is due thirty (30) days prior to arrival. Participants are asked to call Sundance reservations at (800)-892-1600 and to reference **OPTAVIA** 2018, Group Master Account # 22D6AW. Only one reservation per Coach ID is permitted.
 - ii. Hotel room rates are subject to applicable Utah State lodging tax and Environmental Impact fee.
 - iii. Late check-outs may be assessed a fee equal to 50% the nightly lodging rate if the Coach requires a check-out later than 1:00 PM.
 - c. No strollers are allowed in the Retreat General Sessions, Workshops or any evening events.
 - d. In order to respect and preserve the professional nature of the Retreat General Sessions and Workshops, no children will be permitted, only nursing infants are allowed in these events.
 - e. As a prerequisite for accepting the invitation and participating in the Retreat, the 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. Should any nursing infant be accompanying the Coach to the Retreat, the Coach must also execute an Infant Waiver/Release of Liability agreeing to

- indemnify, release and hold harmless **OPTAVIA**, and its respective, parents, affiliates and subsidiaries, from any and all liability, damages, losses or injury, on behalf of the infant child.
- f.** By registering for the Retreat the Coach consents to **OPTAVIA** using the personal data the Coach provides for the purpose of administering the Coach's participation in this Retreat. The Coach acknowledges and consents to **OPTAVIA** disclosing the Coach's personal data to third party service providers (e.g., any providers engaged by **OPTAVIA** to assist in conducting and/or administering the Retreat). The Coach also consents to **OPTAVIA** disclosing the Coach's personal data to other Retreat attendees but only in connection with the Retreat attendee list and always in compliance with applicable data protection laws and our Privacy Policy. Except as described herein, **OPTAVIA** will not disclose the Coach's personal data to any other third parties without the Coach's consent, except where required to do so by law.
 - g.** **OPTAVIA** prohibits the use of cameras and mobile recording devices at all Retreat Sessions, Workshops and Presentations. **OPTAVIA** uses professional photographers/videographers to capture images of the Retreat. **OPTAVIA** may edit and use these images for administrative and promotional activities in the ordinary course of our business. By attending the Retreat, you acknowledge and agree that: (i) your image may be used by **OPTAVIA** as set forth hereunder; and (ii) other Retreat attendees may capture your image, in photo, video or streaming formats, which **OPTAVIA** cannot control and for which **OPTAVIA** disclaims all liability. You acknowledge and agree to allow any such recorded media to be used by **OPTAVIA** and/or its respective parents, affiliates and subsidiaries (including, but not limited to, Medifast, Inc.), for any lawful purpose, and without compensation.
 - h.** At the Retreat, you may receive access to **OPTAVIA** and/or its subsidiaries' licensed content ("Presentation Materials"). **OPTAVIA** is not liable for the information in the Presentation Materials. You may use them solely for your own internal, non-commercial purposes. Unauthorized distribution (via sales, copying, posting on intranet/internet) is expressly forbidden. Excerpting or quoting is permitted only with prior written approval from the **OPTAVIA** Compliance Department.
 - i.** Submission of a registration online, by phone or by email, constitutes an official registration and intent to attend the Retreat.
 - j.** Sponsor reserves the right to cancel, suspend, and/or modify the Retreat and/or extend or delay the Qualification Period for the Retreat, 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 Retreat in any manner, or for any reason related to the administration of the Retreat, as determined by Sponsor in its sole discretion. In the event the Retreat 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 Retreat, Sponsor may, in its sole and absolute discretion and without any fault or liability, (a) cancel the Retreat; and/or (b) modify the Retreat or suspend the Retreat to address the impairment and then resume the Retreat in a manner that best conforms to the spirit of these Terms and Conditions.

- k. **OPTAVIA** expressly reserves the right, in its sole discretion, without prior notice and at any time, to change or modify the Terms and Conditions for this Retreat.
- l. Your registration for, and participation in this **OPTAVIA** Retreat constitutes your acknowledgement and agreement to these Terms and Conditions.
- m. **OPTAVIA** reserves the right to audit and verify that all qualifications and requirements for the Retreat were met compliantly and by following the Official **OPTAVIA** Policies, Procedures, Independent **OPTAVIA** Coach Agreement and Integrated Compensation Plan (all of these items are collectively referred to as "the Agreement"). **OPTAVIA** reserves the right to revoke any invitations which were achieved through non-compliant activities on the part of the Coach and/or were a violation of the Agreement.
- n. **OPTAVIA** does not allow or condone manipulation or fraudulent activity associated with the Retreat or the Integrated Compensation Plan and, as such, **OPTAVIA** reserves the right to conduct an investigation prior to making any determinations concerning Retreat Qualification. The discovery by **OPTAVIA** of any manipulation or fraudulent activity by the Coach will be grounds for disqualification from participating in the Retreat and/or revocation of the Retreat invitation and potential disciplinary action pursuant to the **OPTAVIA** Policies. Manipulation or fraudulent activity includes, but is not limited to, the Coach using Wellness Credits 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) in order to be considered compliant. Additionally, placing orders under other Coach's accounts, and/or personally purchasing products under fictitious or actual accounts with the purpose of gaining an invitation to the Retreat or compensation is considered manipulation.
- o. Any undefined terms used throughout these Terms and Conditions shall be understood and construed as set forth and used in **OPTAVIA**'s current Independent Coach Agreement, Policies, Procedures and Integrated 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.
- p. 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. **OPTAVIA** is 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 **OPTAVIA**, users or by any of the equipment or programming associated with or utilized in the Retreat 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 Retreat. Except where prohibited by law, Coach agrees to grant **OPTAVIA**, LLC and any of its subsidiaries, affiliates or parent 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.

- q.** VOID WHERE PROHIBITED OR RESTRICTED BY APPLICABLE FEDERAL, STATE, OR LOCAL LAWS AND REGULATIONS. OPEN ONLY TO LEGAL RESIDENTS OF THE UNITED STATES, THE DISTRICT OF COLUMBIA, AND OTHER LOCALES UNDER THE UNITED STATES JURISDICTION, INCLUDING PUERTO RICO, GUAM, US VIRGIN ISLANDS AND OTHER PROTECTED TERRITORIES. MUST BE 18 YEARS OF AGE AND OLDER. INTERNET ACCESS AND EMAIL ACCESS IS REQUIRED.
- 11. ARBITRATION:** Except where prohibited by law, as a further condition of participating in this Retreat, Coach agrees that: (a) any and all disputes and causes of action arising out of or in connection with this Retreat 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 Retreat, 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. Except as prohibited by law, the parties waive all rights and claims to punitive, incidental or consequential damages, including attorney's fees, and the Coach further waives all rights to have damages multiplied or increased.
- 12. INDEMNIFICATION AND LIMITATION OF LIABILITY:** BY PARTICIPATING IN THE RETREAT, EACH COACH AGREES TO INDEMNIFY, RELEASE AND HOLD HARMLESS **OPTAVIA** AND ITS RESPECTIVE PARENTS, AFFILIATES AND SUBSIDIARY COMPANIES (INCLUDING BUT NOT LIMITED TO MEDIFAST, INC.), ITS PARENT, 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 COACH'S PARTICIPATION IN THE RETREAT AND WHETHER OR NOT **OPTAVIA** AND/OR ITS RESPECTIVE PARENTS, AFFILIATES AND SUBSIDIARY COMPANIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 13. INTELLECTUAL PROPERTY:** The Retreat 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.
- 14. 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.
- 15. SPONSOR:** The sponsor of this Retreat is **OPTAVIA**, LLC, 100 International Drive, 18th Floor, Baltimore, Maryland, 21202.