

2018 **OPTAVIA**[®] National Convention: Online Registration Terms and Conditions

The 2018 **OPTAVIA** National Convention (the “Event” or “Convention”) will take place July 19, 2018 through July 22, 2018 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)
Client or Guest Registration**	July 22, 2017 – Convention 2018	\$199.00†
New OPTAVIA Coach Registration‡	July 22, 2017 – Convention 2018	\$199.00†
OPTAVIA Coach “Early Bird” Registration	July 22, 2017 – August 31, 2017	\$199.00†
OPTAVIA Coach “Regular Registration”	September 1, 2017 – April 30, 2018	\$225.00†
OPTAVIA Coach “Late Registration”	May 1, 2018 – June 30, 2018	\$250.00†
OPTAVIA Coach “On-Site Registration”	July 1, 2018 – Convention 2018	\$275.00†

*In addition to access to the Event, learning and training opportunities, the following meals will be provided as part of your Registration Rate: meals at the “Celebration of Success” event and other “qualifying” events at Convention; all other meals will be the Event Attendees’ responsibility.

A “Client” or “Guest” is an individual who has never previously purchased an **OPTAVIA Coach Business Kit.

†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 spouse, you would be required to purchase two (2) Registrations; there is no “Coach & Co-Applicant” rate for the Event. In addition, if you are a Client or Guest and wish to bring a spouse or other individual to the Event, you would also be required to purchase two (2) Registrations.

‡Only “New” **OPTAVIA** Coaches are eligible for the New Coach Registration Rate. In order to qualify as a “New”

OPTAVIA Coach, the individual must have purchased a Business Kit between July 22, 2017 and the date of Convention (July 19, 2018).

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 POLICY:**

- a. **Early Bird Registrations are non-refundable.**
- b. All other Registration types are refundable, without penalty, through May 14, 2018; however, Event Attendees must send, and **OPTAVIA** must receive, all refund requests by May 14, 2018 at 11:59 p.m. PST.
- c. Beginning May 15, 2018 there will be a 50% cancellation fee, i.e., the Event Attendee will be refunded 50% of the price paid by the Event Attendee for the Registration.
- d. **Beginning June 15, 2018 no refunds will be given for cancellations. No exceptions.**

5. **TRANSFER POLICY:**

- a. While all Registration types are transferable (with payment of a "transfer fee"), a Coach Registration cannot be transferred and downgraded to Client or Guest registration; Client Registrations can only be transferred to another Client and Coach Registrations must be transferred to another Coach, etc.
- b. All transfers will be assessed a transfer fee. The transfer fee will equal the difference between the current price of the Registration and the price *originally* paid for the Registration
 - i. *For example, if an Event Attendee purchases an Early Bird Registration on July 22, 2017 for \$199.00 and then wants to transfer it to another Coach on September 1, 2017, and Regular Registration price is \$225.00 per Coach – the transfer fee would be \$26.00 (\$225.00 minus \$199.00).*
- c. The transfer fee will be charged to the credit card on file with the original Registration and must be paid in full at time of the transfer request.
- d. The transfer request must be made by the original Event Attendee. **OPTAVIA** reserves the right to request verification of identity of the original Event Attendee.
- e. Transfer requests must be received in writing by June 14, 2018 at 11:59 p.m. PST.
- f. **Beginning June 15, 2018 no transfers will be accepted.**

6. **REGISTRATION PRICE CHANGES:** Event Registration prices are subject to change at **OPTAVIA**'s discretion. Registration prices will increase as the date of the Event gets closer. These price increases may be communicated via Coach Connection or any other method that **OPTAVIA** deems appropriate.

7. **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 in this 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 the conduct of 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 Policies. 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, Workshops 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 our 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, Workshops or any evening events.
- e. In order to respect and preserve the professional nature of the General Sessions and Workshops, 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. Event Attendees' registration for, and participation in this **OPTAVIA** Event constitutes their acknowledgement and agreement to these Terms and Conditions.
- j. 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.

- 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 Event.**

8. 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).

9. 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 location of **OPTAVIA**'s corporate offices. 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.

10. INDEMNIFICATION AND LIMITATION OF LIABILITY: BY REGISTERING FOR AND ATTENDING THE EVENT, EACH EVENT ATTENDEE AGREES TO INDEMNIFY, RELEASE AND HOLD HARMLESS **OPTAVIA** AND THEIR RESPECTIVE PARENT, AFFILIATE AND SUBSIDIARY COMPANIES, INCLUDING BUT NOT LIMITED TO, MEDIFAST, INC., AS WELL AS ALL 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 THEIR RESPECTIVE PARENT, AFFILIATE AND SUBSIDIARY COMPANIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. **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.

12. **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.

13. **SPONSOR:** The sponsor of the Event is **OPTAVIA**, LLC, 11445 Cronhill Drive, Owings Mills, Maryland, 21117.