2019 OPTAVIA® Convention: Online Registration Terms and Conditions

The 2019 OPTAVIA Convention (the “Event” or “Convention”) will take place July 25-28, 2019 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:

<table>
<thead>
<tr>
<th>Registration Type</th>
<th>When Rate is Available</th>
<th>Registration Rate* (per person)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Convention “Early Bird” Registration Special</td>
<td>July 20, 2018-July 23, 2018</td>
<td>$99.00†</td>
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<tr>
<td>“Early Bird” Registration</td>
<td>July 24, 2018 – December 31, 2018</td>
<td>$149.00†</td>
</tr>
<tr>
<td>Standard Registration</td>
<td>January 1, 2019-June 30, 2019</td>
<td>$199.00†</td>
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</tbody>
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*Registration Rate does not include meals; meals can be added via a separate purchase of a lunch ticket; lunch tickets are priced at $20.00 apiece.
†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.

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. All Registration types are refundable up to June 30, 2019, subject to a $50.00 cancellation fee.
   b. Beginning July 1, 2019 no refunds will be given for cancellations. No exceptions.

5. TRANSFER POLICY:
   a. All transfers will be assessed a $25.00 transfer fee.
   b. The transfer fee will be charged to the credit card on file with the original Registration and must be paid in full at the time of the transfer request.
   c. The transfer request must be made by the original Event Attendee. OPTAVIA reserves the right to request verification of the identity of the original Event Attendee.
   d. Transfer requests must be received in writing by June 25, 2019 at 11:59 p.m. PT.
e. **Beginning June 26, 2019 no transfers will be accepted.**

6. **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.

7. **REGISTRATION DEADLINE:** The deadline to register for Convention is June 30, 2019. After this date only “Newly Activated” Coaches, will be permitted to register for Convention. A “Newly Activated” Coach is a Coach that purchased a business kit from OPTAVIA on or after June 1, 2019.

8. **OPTIONAL ITEMS:** Event Attendees have the option to add the following optional items to their Convention Registration:
   a. Friday Lunch Ticket $20 per person, per day;
   b. Saturday Lunch Ticket $20 per person, per day; and/or
   c. **OPTAVIA Kids Care**, $115 per child, per day.
      i. Additional Terms and Conditions will apply to the OPTAVIA Kids Care.
      ii. **Purchases of Lunch Tickets and/or OPTAVIA Kids Care are non-refundable.**

9. **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 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, 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. Excerpts 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 OPTAVIA Kids Care, 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.

10. FORCE MAJEUERE: 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).

11. 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.

12. **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.

13. **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.

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 this Agreement shall nevertheless remain in full force and effect.

15. **SPONSOR**: The sponsor of the Event is OPTAVIA, LLC 100 International Drive, 18th Floor, Baltimore, MD 21202.