

2019 **OPTAVIA**® “International Leadership Advancement Trip” Incentive Official Terms & Conditions

(Updated January 8, 2019)

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS INCENTIVE. VOID WHERE PROHIBITED OR RESTRICTED BY APPLICABLE FEDERAL, STATE, OR LOCAL LAWS AND REGULATIONS. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. 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.

- 1. BINDING AGREEMENT:** By participating in the 2019 **OPTAVIA** International Leadership Advancement Trip Incentive (“Incentive”), 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 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 Integrated Compensation Plan (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. QUALIFICATION PERIOD: The Qualification Period starts at 12:00 a.m. PT July 1, 2018 and ends 11:59 p.m. PT December 31, 2018.

4. INCENTIVE QUALIFICATIONS: In order to qualify for the International Leadership Advancement Trip ("ILAT" or the "Trip"), a Coach must achieve certain qualifications. These qualifications are based on the Coach's qualifying rank at the close of the month of June 2018*. The rank that the Coach qualifies as at the close of the month of June 2018 will determine the "Path" that the Coach must follow and the corresponding requirements that must be met in order to achieve the International Leadership Advancement Trip. These Paths and corresponding requirements are outlined in the chart below†:

| Paths to Achieving the International Leadership Advancement Trip | | | | | |
|---|---|---|--|---|--|
| Qualifying Rank at the close of June 2018 | Coach Senior Coach Manager Associate Director Director | Executive Director (ED) | Integrated Executive Director Regional Director Integrated Regional Director National Director | Integrated National Director Global Director Presidential Director | Integrated Global Director (FIBL) Integrated Presidential Director (FIBL) |
| | Advance to Executive Director and maintain the rank of Executive Director for two (2) consecutive months during the Qualification Period;† <u>AND</u> | Advance to Fully Integrated Business Coach (FIBC) and maintain for two (2) consecutive months during the Qualification Period; <u>AND</u> | Maintain or advance in rank‡ and assist a Coach on your team (who was not an ED in June 2018) reach ED (or above) and help that Coach maintain the rank of ED (or above) for two (2) consecutive months during the Qualification Period (the promoted ED must be in Generation zero (0) (down to the next ED in depth); <u>AND</u> | Maintain or advance in rank¶ and assist a Coach on your team (who was not an ED in June 2018) reach ED (or above) and help that Coach maintain the rank of ED for two (2) consecutive months during the Qualification Period (the promoted ED must be in Generation zero (0) down to the next ED in depth). | Qualify as FIBL 5 out of 6 months during the Qualification Period. |

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|--|--|---|---|--|--|
| | Generate a total combined Frontline Volume (FLV) of 20,000 during the Qualification Period; <u>AND</u> | Generate a total combined FLV of 30,000 during the Qualification Period; <u>AND</u> | Generate a total combined FLV of 40,000 during the Qualification Period; <u>AND</u> | | |
| | Generate a total combined Group Volume (GV) of 40,000 during the Qualification Period. | Generate a total combined GV of 80,000 during the Qualification Period. | Generate a total combined GV of 120,000 during the Qualification Period. | | |

*Coaches who join **OPTAVIA** on or after July 1, 2018 will follow the "Coach, Senior Coach, Manager, Associate Director, Director Path."

†Please note that certain terminology used in these Terms and Conditions (including Coach ranks, volumes, etc.) are specifically defined under the **OPTAVIA** Integrated Compensation Plan; the Integrated Compensation Plan can be found in the Coach's back-offices or on Coach Answers [here](#).

‡The Coach on this Path cannot drop below the rank of Director in the month of December 2018.

§The Coach on this Path cannot drop below the rank of Executive Director in the month of December 2018.

¶The Coach on this Path cannot drop below the rank of Integrated Executive Director in any month during the Qualification Period.

¶¶The Coach on this Path cannot drop below the rank of Integrated National Director in any month during the Qualification Period.

5. INTERNATIONAL LEADERSHIP ADVANCEMENT TRIP DETAILS:

- a. Those Coaches who meet the Incentive Qualifications will receive a Royal Caribbean cruise for two (2)* taking place March 17, 2019 – March 24 2019 aboard the "Harmony of the Seas."
- b. The International Leadership Advancement Trip also includes the following:
 - i. Travel credit of \$800 per Coach Account;†;
 - ii. Coaches who live west of the Mississippi River will also receive overnight hotel accommodations in Miami, FL for the night of March 16th, as arranged by the Sponsor‡;
 - iii. Accommodations for two (2) aboard the Harmony of the Seas§;

- iv. Community Events; and
- v. Educational Sessions.

1. Approximate Retail Value (ARV) of the Trip will be \$5,932.68 per Coach account.

*The International Leadership Advancement Trip and any activities during the Trip are available only to the achieving Coach and their guest; the guest cannot be another Coach who did not qualify for the International Leadership Advancement Trip. If the achieving Coach account consists of a primary and co-applicant, then those individuals are considered the achieving Coach and guest. If the achieving Coach is the only Coach on the **OPTAVIA** Coach account, or either the primary or co-applicant is unable to attend, the achieving Coach may bring a guest provided that he or she is over the age of 18 and is not an **OPTAVIA** Coach. If the Coach or the accompanying guest wish to bring a family member(s) on the International Leadership Advancement Trip, the Coach and/or the guest is responsible for any and all costs/expenses related to their family member's travel, meals, accommodations, etc.

†Travel credit will be paid to the achieving Coach account via a commission pay out. If the Coach does not attend the Trip, for any reason, the travel credit will be clawed back from the Coach after the conclusion of the Trip.

‡Coach Account address on file with **OPTAVIA**, as of July 1, 2018, must reflect an address that is located west of the Mississippi River, i.e., Alaska, Arkansas, Arizona, California, Colorado, Hawaii, Iowa, Idaho, Kansas, Louisiana, Minnesota, Missouri, Montana, North Dakota, Nebraska, New Mexico, Nevada, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, or Wyoming.

§In addition to cabin accommodations on the cruise, the following is also included: most meals, non-alcoholic beverages (sodas are not included) and most entertainment aboard the ship. Accommodations do not include: air transportation (except as noted), transfers (except as noted), optional shore and land excursions, meals and accommodations ashore (except as noted), certain beverages, photographs, additional gratuities, telephone calls, specialty restaurants on the ship, wireless internet/Wi-Fi, purchases from the ship stores or items of a personal nature, such as medical services, laundry, massages, spa treatments, hairstyling or manicures.

6. ADDITIONAL INCENTIVE TERMS:

- A.** **OPTAVIA** reserves the right to amend the Incentive Terms and Conditions and the aforementioned Trip, as required.
- B.** **OPTAVIA** reserves the right to interpret the Qualifications of the Incentive 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 Integrated 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 the Integrated Compensation Plan 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 Integrated Compensation Plan includes, but is not limited to, 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 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 Integrated Compensation Plan. 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 United States 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 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 to the cruise, 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.
- K.** As a prerequisite for accepting and participating in the International Leadership Advancement Trip, the achieving Coach must sign a Waiver/Release of Liability whereby 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.

- L.** ALL FEDERAL, STATE AND LOCAL 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.
- M.** 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.
- N.** By participating, 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.
- O.** 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.
- P.** 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.

Q. 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 the United States and any port destinations and any and all costs relating thereto.

7. 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 offices. 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.

8. INDEMNIFICATION AND LIMITATION OF LIABILITY: BY PARTICIPATING IN THE INCENTIVE AND/OR ATTENDING THE INTERNATIONAL LEADERSHIP ADVANCEMENT TRIP, 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 AND/OR THE INTERNATIONAL LEADERSHIP ADVANCEMENT TRIP REGARDLESS OF WHETHER OR NOT THE INCENTIVE ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 9. 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.
- 10. 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.
- 11. SPONSOR:** The sponsor of this Incentive is **OPTAVIA**, LLC, 100 International Drive, 18th Floor, Baltimore, Maryland, 21202.