

# 2018 OPTAVIA® New FIBC Summit Incentive: Official Terms and Conditions

(Updated June 20th, 2018)

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 2018 **OPTAVIA** New FIBC Summit Incentive (“New FIBC Summit” “Summit” or “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**” or the “Company”), which are final and binding in all matters related to the Summit. To be eligible for the New FIBC Summit, the Coach must fulfill all requirements set forth herein.
- 2. ELIGIBILITY:** This Summit is open to legal U.S. residents who are, during the Summit 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 a Business Kit with **OPTAVIA** or Take Shape For Life (“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, affiliates, 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 the New FIBC Summit.

**3. INCENTIVE QUALIFICATION PERIOD:** The Incentive Qualification Period starts at 12:00 a.m. PT January 1, 2018 and ends at 11:59 p.m. PT July 31, 2018.

**4. INCENTIVE QUALIFICATIONS:** Those Coaches who meet the following Incentive Qualifications (“Qualifications”) will be invited to attend the New FIBC Summit described under Section 5:

a. Any Coach who qualifies as a Fully Integrated Business Coach (“FIBC”) for the first time ever since purchasing a Business Kit with either **OPTAVIA** or Take Shape For Life and completes the FIBC qualifications during the qualification period will be invited to attend the Summit.\*

i. In order to qualify as a Fully Integrated Business Coach (“FIBC”), a Coach must meet the following requirements during a monthly bonus period (as outlined under the **OPTAVIA** Integrated Compensation Plan):

1. At least 6000 Frontline Volume (FLV);
2. At least five (5) qualified Senior Coach teams;
3. At least 15,000 Group Volume (GV); and
4. Be Certified.

a. Coaches must maintain the aforementioned requirements for three (3) consecutive months in order to be considered a Fully Integrated Business Coach (“FIBC”).\*

\*In order to meet the Incentive Qualifications, the third consecutive month of the FIBC requirements must be completed during the Qualification Period. For example, if a Coach meets the FIBC requirements in the months of November 2017, December 2017 and January 2018, the Coach will meet the Incentive Qualifications; so long as the 3 months are consecutive and the third month falls within the Qualification Period, the Coach will meet the Incentive Qualifications.

**5. NEW FIBC SUMMIT DETAILS:**

- a. Those Participants who meet the aforementioned Incentive Qualifications will receive an invitation to an exclusive Summit at **OPTAVIA**'s headquarters in Baltimore, Maryland August 23, 2018-August 25, 2018.
- b. The Summit includes:
  - i. Two (2) night stay at the Marriott Waterfront Hotel in Baltimore, MD (August 23-25, 2018);
  - ii. Exclusive training;
  - iii. Breakfast, lunch and dinner on Friday August 24, 2018 and breakfast and lunch on Saturday, August 25, 2018;
  - iv. Team building activity the evening of August 23, 2018; and
  - v. Welcome dinner the evening of August 24, 2018.
    - 1. Approximate Retail Value (ARV) of the Summit is \$682.00 (for an **OPTAVIA** Coach business with no co-applicant) and \$1,364.00 (for an **OPTAVIA** Coach business with a co-applicant).
- c. Coaches will be responsible for all other costs and expenses incurred to attend the New FIBC Summit, including airfare and any transportation, including to and from the arrival airport to the Marriott Waterfront hotel, to and from **OPTAVIA** headquarters and to and from certain group activities (**OPTAVIA** will only provide transportation to one group activity in the City of Baltimore, for all other group events and activities, the achieving Coach is responsible for his/her own transportation). In addition, any and all other incidentals that the Coach may incur to attend the New FIBC Summit, including, but not limited to, meals, mileage, car rental, taxis, parking, baggage fees, seat fees, gratuities, etc. are the responsibility of the achieving Coach.

## **8. ADDITIONAL INCENTIVE TERMS:**

- A.** The Summit and all activities and trainings outlined herein are open only to achieving

Coaches; family members, friends and other non-achieving Coaches are excluded from the Summit.

- B. OPTAVIA** reserves the right to amend the Terms and Conditions of the Incentive and the New FIBC Summit, and any scheduled activities or events outlined herein as required at its sole discretion.
- C. OPTAVIA** reserves the right to interpret the Incentive Qualifications at its sole discretion.
- D.** Sponsor reserves the right to cancel, suspend, and/or modify the Incentive 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 the Incentive 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.
- E.** 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.

- F.** **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 **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 to the Summit which were achieved through non-compliant activities on the part of the Coach and/or were a violation of the Agreement.
- G.** **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 Incentive Qualification. The discovery by **OPTAVIA** of any manipulation or fraudulent activity will be grounds for disqualification from participating in the Incentive and/or revocation of the Summit invitation and potential disciplinary action pursuant to the **OPTAVIA** Policies. 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) 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 Summit or compensation is considered manipulation.
- H.** 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 an invitation to the Summit.

- I. 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.
- J. The Summit is valued in United States Dollars. **OPTAVIA** accepts no responsibility for any variation in the Summit values. **OPTAVIA** reserves the right, in its sole discretion, to substitute a reward of equal or greater value. The Summit must be taken as offered and may not be assigned or transferred. The Summit or any unused portion of the Summit is not exchangeable and cannot be redeemed for cash, reward or other compensation.
- K. Achieving Participants who are unable to attend the Summit (August 23-25, 2018) may defer their invitation and attend the FIBC Summit scheduled for March 2019 (March 14-16, 2019), subject to the following conditions:
  - i. The Coach has a "Qualifying Life Event" that would cause the qualifying Coach to miss the Summit scheduled for August. A Qualifying Life Event includes:
    - 1. Recent (within 3 months of the Summit) birth of a child;
    - 2. Late term pregnancy;
    - 3. Medical emergencies (personal or immediate family);
    - 4. Death or funeral;
    - 5. Wedding (the Coach's own wedding or the Coach is in a wedding party);
    - 6. Other Qualifying Life Events may be considered by the Company at its sole and absolute discretion.
      - a. Any Coach who qualifies for the Summit in August who wishes to request a deferral to the Summit scheduled for March 2019 must submit a formal letter to the Company explaining the reason for deferment, including the Qualifying Life Event. The letter must be received at the Company's

corporate headquarters (100 International Drive, 18<sup>th</sup> Floor, Baltimore, MD 21202, attn.. Events and Recognition) by August 9, 2018; letters received after August 9, 2018 will not be considered. Each request for a deferral will be reviewed on a case by case basis by an internal review committee for the Company. The Company has the sole discretion to determine if a Qualifying Life Event has occurred.

ii. If the Company determines that a Qualifying Life Event has occurred, while a deferment may be granted by the Company, the Coach must also qualify as a FIBC or above every month from August 2018 through February 2019 in order to attend the March 2019 Summit.

1. Please note that the request for a deferral only applies to Coaches who qualify for the Summit in August, deferrals for a prior Summit held by the Company will not be considered.

**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 Summit in these Terms and Conditions (under Section 5) and which may be associated with the Summit, acceptance, receipt and use of all or any portion of the Summit, including, but not limited to: airfare, checked baggage fees, meals not specifically provided for, transfers to and from the airport to the hotel, transportation to and from any group activities. **OPTAVIA** will only provide transportation to one group activity in the City of Baltimore, for all other group events and activities, the achieving Coach is responsible for his/her own transportation, including, but not limited to, transportation to and from the hotel and **OPTAVIA** headquarters, taxis, parking, spending money, and additional activities not provided by **OPTAVIA** during the Summit.

**M.** As a prerequisite for accepting and participating in the Summit, 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.

- N.** ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF THE SUMMIT ARE THE SOLE RESPONSIBILITY OF THE ACHIEVING COACH AND WILL BE BASED ON THE APPROXIMATE RETAIL VALUE (ARV) OF THE SUMMIT.
- O.** 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.
- P.** 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.
- Q.** At its sole discretion, **OPTAVIA** may disqualify any Participant whom it considers to have intentionally violated these Terms and Conditions or any element of this Incentive.
- R.** **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 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.
- S.** Except where prohibited by law, 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.

**T. OPTAVIA** prohibits the use of cameras and mobile recording devices at the Summit. **OPTAVIA** uses professional photographers/videographers to capture images at the Summit 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 Summit, 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 Summit 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 this **OPTAVIA** Summit 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. Summit 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.

**9. 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 Summit 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.

**10. INDEMNIFICATION AND LIMITATION OF LIABILITY:** BY PARTICIPATING IN THE INCENTIVE AND/OR ATTENDING THE SUMMIT, 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.

**11. 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.

**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 these Terms and Conditions

shall nevertheless remain in full force and effect.

**13. SPONSOR:** The sponsor of this Incentive is **OPTAVIA**, LLC, 100 International Drive, 18<sup>th</sup> Floor, Maryland, 21202.