

OPTAVIA® 2019 “Memorial Day”

Giveaway Official Terms & Conditions

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS GIVEAWAY. 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 U.S. TERRITORIES. MUST BE 18 YEARS OF AGE AND OLDER. INTERNET ACCESS AND EMAIL ACCESS IS REQUIRED.

1. **BINDING AGREEMENT:** By participating in the **OPTAVIA** 2019 “Memorial Day” Giveaway (the “Giveaway”), Entrant **OPTAVIA** Coach (the “Entrant” or “Participant”) fully and unconditionally agrees to accept these Official Terms and Conditions (“Terms and Conditions”) and the decisions of the Sponsor, **OPTAVIA**, LLC, which are final and binding in all matters related to the Giveaway. To be eligible for a prize, the Entrant must fulfill all requirements set forth herein.
2. **ELIGIBILITY:** The Giveaway is open to legal U.S. residents who are, during the Giveaway Entry Period (“Giveaway Entry 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”) with either **OPTAVIA** or Take Shape For Life, in good standing and without disciplinary action (i.e., in compliance with the **OPTAVIA** Policies, **OPTAVIA** Procedures, Independent **OPTAVIA** Coach Agreement, and Integrated Compensation Plan (collectively “the Agreement”). **OPTAVIA**, its respective promotions agencies, any of its respective parent companies, affiliates, subsidiaries, officers, directors, partners, principals, partnerships, employees or agents (collectively, “the Giveaway 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 Giveaway.
3. **GIVEAWAY ENTRY PERIOD:** The Giveaway Entry Period commences at 12:01 a.m. PT on July 20, 2018 and closes at 11:59 p.m. PT on May 27, 2019.
4. **HOW TO ENTER:**
 - a. Entrants will automatically be entered in the Giveaway when they register for **OPTAVIA** Convention 2019 (“Convention”) during the Giveaway Entry Period.

All Coaches who have registered for Convention from July 20, 2018 through the close of the Giveaway Entry Period will automatically be entered in the Giveaway.

- b. Alternative Method of Entry: Entrants may also enter the Giveaway by submitting an entry via a postcard or a card that is no smaller than 3 ½ x 5 inches and no larger than 4 ¼ x 6 inches, with the name of the Entrant, their **OPTAVIA** Coach ID Number, their mailing address, and their phone number with “**OPTAVIA 2019 Memorial Day Giveaway**” written on the entry, to:

OPTAVIA, LLC
100 International Drive
18th Floor
Baltimore, MD 21202
Attn.: Legal Department

All “write-in” entries must be received no later than May 24, 2019. There is a limit of one (1) write-in entry per Entrant. Each postcard is considered one (1) entry into the Giveaway. Multiple entries submitted or completed by anyone other than the Entrant are void. No mechanical reproductions will be accepted. Write-in entries must contain all items outlined above; otherwise, they are void and will not be eligible to win.

5. ADDITIONAL ENTRY CONDITIONS:

- a. Instructions on how to enter and the prize(s) form part of these Terms and Conditions. There is no entry fee to participate in the Giveaway. Only one entry per Entrant may be submitted, multiple entries submitted or completed by anyone other than the Entrant are void.
- b. Sponsor has no obligation to advise an Entrant of an incomplete or otherwise non-compliant entry. Incomplete or indecipherable entries will be deemed invalid. Sponsor is not responsible for lost, late, invalid, unintelligible, incomplete, garbled, or misdirected entries, which will be disqualified. No telephoned, faxed, or mechanically reproduced entries will be accepted. Proof of submission of an entry will not be deemed proof of receipt. Receipt of entries will not be acknowledged, nor will proof of submission of an entry form be deemed proof of receipt.
- c. Sponsor may collect personal data about Entrants (including, without limitation, name, address, phone number, and e-mail, etc.) when such

Entrants participate in the Giveaway. This personal data will only be used pursuant to the Company's Privacy Policy.

- d. Acceptance of any prize shall constitute and signify Giveaway winner's agreement and consent that Sponsor may use the Giveaway winner's name, city, state, likeness, photo, video, personal story and/or prize information in connection with the Giveaway, for the Sponsor's marketing and promotional purposes, worldwide, including but not limited to use on the Internet, without limitation and without further payment or consideration, except where prohibited by law. Participation in the Giveaway further constitutes Entrant's full and unconditional agreement to and acceptance of these Terms and Conditions and willingness to be contacted by mail, telephone, and/or email.

6. PRIZE:

- a. Five (5) Entrants ("Winners") will be selected via a random drawing to win the following: 1) a copy of *Dr. A's Habits of Health, Second Edition*, 2) a copy of *Your Lifebook*" (books together have a total value of \$54.90) and 3) a spot in the front of the line for a photo op with Dr. Wayne Scott Andersen at **OPTAVIA** Convention 2019 in Orlando Florida (the "Prize").
- b. Prize Winner agrees to indemnify, release, and hold harmless the Sponsor, **OPTAVIA**, and its respective parents, affiliates and subsidiary companies, 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) arising in tort (including negligence, whether active, passive or imputed) caused in whole or in part as a result of the Giveaway, including, but not limited to, the Entrant's acceptance of any Prize in association with this Giveaway.
- c. The Prize must be taken as offered and may not be assigned or transferred. The Prize is valued in U.S. dollars. The Sponsor accepts no responsibility for any variation in the Prize value. Sponsor reserves the right, in its sole discretion, to substitute a Prize of equal or greater value. The Prize has no cash value.
- d. Incidental expenses and all other costs and expenses which are not specifically listed as part of the Prize in these Terms and Conditions and which may be associated with the Prize acceptance, receipt and use of all

or any portion of the awarded Prize are solely the responsibility of the Winner.

- e. YOU MAY OWE FEDERAL, STATE AND/OR LOCAL TAXES SHOULD YOU WIN A PRIZE. THE PRIZE MAY BE REPORTED AS INCOME ON THE WINNER'S 1099-MISC TAX FORM. ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER AND WILL BE BASED ON THE ACTUAL RETAIL VALUE OF THE PRIZE.
- f. Except for the Prize value, Giveaway Winner will not receive any additional compensation or acknowledgement for entry in the Giveaway.
- g. If Prize Winner is unable to use the Prize, for any reason, the Winner forfeits the Prize and no substitute Prize will be given. Sponsor, at its sole discretion, will determine if the Prize may be awarded to another Winner selected at random.

7. SELECTION:

- a. All eligible entries received during the Giveaway Entry Period will be considered.
- b. Winner will be selected by a random drawing on or about June 3, 2019
- c. Winner notification will be sent via e-mail and/or telephone on or about June 4, 2019. Each Entrant is responsible for monitoring his/her calls and e-mails for notification or other communications related to this Giveaway. If a potential Winner cannot be reached by Sponsor within two (2) business days using the contact information provided at the time of entry, or if notification is returned as undeliverable, that potential Winner shall forfeit the Prize and, at the Sponsor's discretion, a new Winner may be selected by a random drawing until the Sponsor is able to award the Prize.
- d. The Prize (the copy of *Dr. A's Habits of Health, Second Edition* and copy of *Your Lifebook* only) will be mailed to the Winner; Winner must be in attendance at **OPTAVIA** Convention 2019 to redeem their space in line for a photo op with Dr. Wayne Scott Andersen.
- e. Odds of winning depend upon the number of entries received by the Sponsor.
- f. The Winner will be ineligible to win any future "Giveaways" or "Promotions" related to the 2019 Convention.

8. CERTAIN ADDITIONAL CONDITIONS:

- a. Entrants assume all risk of loss, damage, destruction, delay or misdirection of materials/mail/email submitted to Sponsor.
- b. Sponsor accepts no responsibility or liability for Prize(s) which may be lost and/or stolen via the method of delivery to the Prize Winner.
- c. Sponsor reserves the right to cancel, suspend, and/or modify the Giveaway and/or extend or delay the Giveaway Entry 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 Giveaway in any manner, or for any reason related to the administration of the Giveaway, as determined by Sponsor in its sole discretion. In the event the Giveaway 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 Giveaway, Sponsor may, in its sole and absolute discretion and without any fault or liability, void any suspect entries and (a) cancel the Giveaway; (b) modify the Giveaway or suspend the Giveaway to address the impairment and then resume the Giveaway in a manner that best conforms to the spirit of these Terms and Conditions; and/or (c) award the Prize from among the eligible, non-suspect Entries received up to the time of the impairment in accordance with the criteria in these Terms and Conditions. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be involved with tampering with the Entry process or the operation of the Giveaway, or to be acting in violation of these Terms and Conditions. Except where prohibited by law, the Giveaway Winner agrees to grant **OPTAVIA**, its parents, affiliates and subsidiary companies, 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.
- d. Failure to abide by these Terms and Conditions may result in disqualification, at the Sponsor's sole discretion.

- 9. WINNERS LIST:** For a list of Winner(s), which shall be available without charge after June 7, 2019, please send a separate, self-addressed stamped envelope along with a request for a list of Winner(s) of the “**OPTAVIA** Convention 2019 ‘Memorial Day’ Giveaway” to: **OPTAVIA**, Attn: Legal, 100 International Drive, 18th Floor, Baltimore, MD 21202. Entrants agree that their names may be disclosed publicly should they win a Prize.
- 10. ARBITRATION:** Except where prohibited by law, as a further condition of participating in this Giveaway, Entrants agree that (a) any and all disputes and causes of action arising out of or connected with this Giveaway 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 Giveaway, 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 the Sponsor’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 Entrants further waive all rights to have damages multiplied or increased.
- 11. INDEMNIFICATION AND LIMITATION OF LIABILITY:** BY ENTERING THE GIVEAWAY, EACH ENTRANT AGREES TO INDEMNIFY, RELEASE AND HOLD HARMLESS THE SPONSOR AND ITS RESPECTIVE PARENT, AFFILIATE AND SUBSIDIARY COMPANIES (INCLUDING BUT NOT LIMITED TO, MEDIFAST, INC.), 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 ENTRANT’S PARTICIPATION IN THE GIVEAWAY AND/OR THE ACCEPTANCE, USE OR MISUSE OF ANY PRIZE(S) THAT MAY BE WON, AND WHETHER OR NOT THE GIVEAWAY

ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE GIVEAWAY ENTITIES AND THEIR RESPECTIVE PARENTS, AFFILIATES AND SUBSIDIARY COMPANIES DO NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF ANY PRIZE(S).

- 12. WEBSITE USE:** Entrant understands and agrees that the download or installation of any content or program, and/or the use of the Sponsor's website and all other elements of this Giveaway are at Entrant's own discretion and risk. The Giveaway Entities and their parents, subsidiaries, affiliates (including but not limited to Medifast, Inc.), advertising and promotional agencies, all their respective officers, directors, employees, representatives and agents disclaim any liability for damage to any computer system or loss of data resulting from access to or the download of information or materials connected with the Giveaway. Entrants expressly acknowledge and agree that use of the Sponsor's website and all other elements of this Giveaway are at Entrants' sole risk. All elements of this Giveaway are provided on an "as-is" and "as available" basis and you assume full responsibility and risk for use of the Sponsor's website, the internet, and all other elements of this Giveaway. Entrants understand that the Giveaway Entities do not make any representations or warranties regarding the reliability, timeliness, availability, and/or performance of any elements of this Giveaway.
- 13. INTELLECTUAL PROPERTY:** The Giveaway Terms and Conditions and all related web pages, content and code are the property of the Sponsor 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 this Giveaway is **OPTAVIA, LLC** (the "Sponsor"), a Delaware Corporation whose principal business address is 100 International Drive, 18th Floor, Baltimore, MD 21202. Entrants authorize the Sponsor to share their information and entry submissions with any parent, subsidiary or affiliate companies of **OPTAVIA, LLC**.