

OPTAVIA® “Ignite” Contest Official Terms & Conditions

(Updated May 11, 2020)

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. VOID WHERE PROHIBITED OR RESTRICTED BY APPLICABLE LAWS AND REGULATIONS. OPEN ONLY TO LEGAL RESIDENTS OF HONG KONG, SINGAPORE, 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** Ignite Contest (“Ignite” or the “Contest”), the **OPTAVIA** Coach or Client (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 Contest. To be eligible for a prize, the Entrant must fulfill all requirements set forth herein.
- 2. ELIGIBILITY:** **OPTAVIA** Ignite is open to legal residents of Hong Kong, Singapore, the United States, the District of Columbia, and other locales under the United States jurisdiction, including, Puerto Rico, Guam, U.S. Virgin Islands and other protected U.S. territories and who are, during the Contest Entry Period (“Entry Period”), at least 18 years of age or older and are either a Client or **OPTAVIA** or an “**OPTAVIA** Coach.” An **OPTAVIA** Coach is 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 the applicable **OPTAVIA** Compensation Plan (either the “Integrated Compensation Plan” for U.S.-based Coaches or the “International Compensation Plan” for internationally-based Coaches) (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 Contest.
- 3. CONTEST ENTRY PERIOD:** The Entry Period starts at 12:00 a.m. PT March 2, 2020 and ends 11:59 p.m. PT July 1, 2020.

4. METHOD OF ENTRY:

- a. In order to enter the Contest, Participants must submit an on online submission form at <https://www.optaviaignite.com/submit/161032/optavia-ignite-2020>. As part of this online submission form, the Entrant will be asked to answer a series of questions, and provide photos, which includes detailing their own personal "Transformation Story" on how **OPTAVIA** helped transform their life ("Entry" or "Entries").
- b. An Entry may only be submitted on behalf of the Entrant, i.e., an Entry may not be submitted on behalf of other individuals.
- c. As part of their Entry, Entrants will be required to provide the following contact information:
 - i. First and last name;
 - ii. E-mail address;
 - iii. City, state and zip code; and
 - iv. Phone number.
 1. Please note: The Sponsor is not responsible for inaccurate and/or incomplete contact information submitted by the Entrant. It is Entrant's sole and complete responsibility to provide accurate and complete contact information when submitting his/her Entry, otherwise, the Sponsor may be unable to contact the Entrant and the Entry may subsequently be deemed invalid.
- d. While Entrants are required to submit photos when submitting their Entry, the addition of a video is permitted and optional; all information, including, photos, stories, videos, etc., submitted by an Entrant concerning their Transformation Story will collectively be referred to as an "Entry."
- e. Only one Entry per Entrant is permitted; multiple Entries will not be considered and, if multiple Entries are submitted, the Entrant may be disqualified from the Contest.
- f. All Entries become the property of the Sponsor and may be used by the Sponsor and/or any of its parent, subsidiary or affiliate companies for promotional and advertising purposes. Sponsor shall be entitled to edit and/or modify all Entries submitted, at its sole and absolute discretion.
- g. Entries must not be offensive, defamatory or racist. Any Entry which the Company deems inappropriate will be invalid and automatically disqualified at the Company's sole discretion.
- h. Sponsor has no obligation to advise an Entrant of an incomplete or invalid 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 mailed, telephoned, faxed, or

mechanically reproduced Entries will be accepted. Proof of submission of an Entry will not be deemed proof of receipt.

5. ENTRY SELECTION:

- a. All valid Entries received during the Entry Period will be considered. Contest winners are not chosen at random. Entries will be judged based on the criteria outlined below by an internal Judging Panel of three judges selected by the Sponsor (“Judging Panel”). The Judging Panel’s scored will be averaged to result in one overall score, and will score Entries based on the following criteria (“Judging Panel Score”):
 - i. Entrant has reached a health goal or is in progress toward lifelong transformation;
 - ii. Entrant’s incorporation of healthy habits (e.g., healthy eating, hydration, sleep, healthy motion, etc.) into his/her lifestyle;
 - iii. Entrant’s greater participation and involvement in the community (e.g., within the Entrant’s family, friends, neighborhood, school, workplace, faith-based community, social activities or the **OPTAVIA** Community, etc.);
 - iv. Quality of Entrant’s story (e.g., confidence boost, outlook improvement, enthusiasm, optimism for the future, etc.);
 - v. Entrant’s fitness level increase (e.g., activity or fitness accomplishment);
 - vi. Entrant’s interaction with his/her Coach and/or the **OPTAVIA** Community;
 - vii. Entrant’s story aligns with the **OPTAVIA** mission; and
 - viii. Other (e.g., creativity, storytelling ability, etc.).
 - b. The Judging Panel reserves the right to make all decisions regarding the eligibility of Entrants and the selection of winners which will be based on an internal scoring system involving the above-referenced criteria.
 - c. The top three (3) Entries (“Top Three”) with the highest Judging Panel Score will receive a prize, however, should more than one Entry “tie” for the Top Three, a fourth “tiebreaker” judge will determine the Top Three, by weighing the Entrant’s score for the above-referenced criteria in Section 5(a), and whose score will be averaged with the Judging Panel Score for a final score.
- 6.** Each Entrant is responsible for monitoring his/her calls and e-mails for notifications or other communications related to the Contest. If a potential winner cannot be reached by Sponsor within forty-eight (48) hours using the contact information provided at the time of Entry, or if notification is returned as undeliverable, that potential winner shall forfeit the respective Prize and the Sponsor may award the respective prize to the next eligible Entrant.

7. PRIZE:

- a. At the close of the Entry Period, the Sponsor will calculate the Judging Panel Score for all valid Entries received and, after applying any potential tie breakers, the Entrants with the Top Three (3) highest overall judging Panel Scores ("Winners") will receive a Prize of \$1,000 USD each ("Prize").
- b. One (1) Prize will be distributed per Coach Account, regardless if there is a co-applicant on a winning Coach account and/or if the Entry is submitted on behalf of a couple or spouses, etc.
- c. The Prize will be distributed to the Winners via a commission payment after the close of the Contest Entry Period. If the Winner is a Client, the Client must submit an IRS Form W-9 to **OPTAVIA** in order for **OPTAVIA** to issue the prize to the Client; failure to issue a W-9 to **OPTAVIA** within five (5) business days will result in forfeiture of the prize and **OPTAVIA** reserves the right to award the prize to an alternative winner.

8. ADDITIONAL ENTRY CONDITIONS:

- a. Instructions on how to enter the Contest and the Prize(s) form part of these Terms and Conditions.
- b. Entrants assume all risk of loss, damage, destruction, delay or misdirection of Entries/materials/mail/email submitted to the Sponsor.
- c. By participating in this Contest, you agree that the Company will process your data in line with the Company's applicable Privacy Policies.
- d. The Prize must be taken as offered and may not be assigned or transferred. The Prize, or any unused portion of the Prize, is not exchangeable by the Winners and cannot be redeemed by Winners for cash. The Prize cannot be used in conjunction with any other special offer. 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 an alternative Prize.
- e. 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.
- f. 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.
- g. Except for the Prize value, the Winner will not receive any additional compensation or acknowledgement for entry in the Contest.
- h. If the 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, which will be based on the Entry Selection criteria under these Terms and Conditions.

- i. Entrants agree 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 Contest, including, but not limited to, the Entrant's acceptance of any Prize in association with this Contest.
- j. 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.
- k. Sponsor reserves the right to cancel, suspend, and/or modify the Contest and/or extend or delay the Contest Entry Period or any part 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 Contest in any manner, or for any reason related to the administration of the Contest, as determined by Sponsor in its sole discretion. In the event the Contest 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 Contest, Sponsor may, in its sole and absolute discretion and without any fault or liability, void any suspect entries and (a) cancel the Contest; (b) modify the Contest or suspend the Contest to address the impairment and then resume the Contest 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.
- l. At its sole discretion, Sponsor may disqualify any Entrant whom it considers to have intentionally violated these Terms and Conditions or any element of this Contest. By participating, Entrants agree to be bound by the Official Terms and Conditions and the decisions of Sponsor and to waive any right to claim ambiguity in these Terms and Conditions. The Contest 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 Contest or by technical or human error which may occur and/or which may damage a user's system, hardware or software or limit an Entrant's ability to participate in the Contest.

- m. Except where prohibited by law, Contest Winners agree 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.
 - n. USE OF ANY OF THE CONTEST WEBSITES IS SUBJECT TO THE TERMS AND CONDITIONS POSTED ON THE WEBSITE.
 - o. **OPTAVIA** RECOMENDS THAT YOU CONSULT YOUR HEALTHCARE PROVIDER PRIOR TO STARTING ANY WEIGHT LOSS PROGRAM, AND DURING THE COURSE OF YOUR WEIGHT LOSS PROGRAM.
- 9. ARBITRATION:** Except where prohibited by law, as a further condition of participating in this Contest, Entrants agree that (a) any and all disputes and causes of action arising out of or connected with this Contest 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 Contest, 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, Baltimore, MD. 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.
- 10. INDEMNIFICATION AND LIMITATION OF LIABILITY:** BY ENTERING THE CONTEST, 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 CONTEST AND/OR THE ACCEPTANCE, USE OR MISUSE OF ANY PRIZE(S) THAT MAY BE WON, AND WHETHER OR NOT THE CONTEST ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE CONTEST 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).

- 11. WEBSITE USE:** Entrant understands and agrees that the download or installation of any content or program, and/or the use of any of the Sponsor's websites and all other elements of this Contest are at Entrant's own discretion and risk. The Contest 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 Contest. Entrants expressly acknowledge and agree that use of the Sponsor's website and all other elements of this Contest are at Entrants' sole risk. All elements of this Contest are provided on an "as-is" and "as available" basis and you assume full responsibility and risk for use of the Sponsor's websites, the internet, and all other elements of this Contest. Entrants understand that the Contest Entities do not make any representations or warranties regarding the reliability, timeliness, availability, and/or performance of any elements of this Contest.
- 12. INTELLECTUAL PROPERTY:** The Contest Official 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.
- 13. SEVERABILITY:** If any term or other provision of these Official 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.
- 14. SPONSOR:** The Sponsor of this Contest 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.