

OPTAVIA Together Live 2020

ONLINE REGISTRATION TERMS AND CONDITIONS

UPDATED JUNE 19, 2020

OPTAVIA Together Live 2020 (the “Event”) will take place July 24-26, 2020 ET and is organized and sponsored by **OPTAVIA**, LLC (“**OPTAVIA**,” the “Company,” or “Sponsor”). This Event is open only to residents of Hong Kong, Singapore, the United States and other locales under U.S. jurisdiction, including protected U.S. territories. **OPTAVIA** reserves the right, in its sole discretion, to limit or deny access to any entity or individual who registers to attend the Event (“Event Attendee”). 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). Please be advised that certain content at the Event is accessible only to independent **OPTAVIA** Coaches and **OPTAVIA** reserves the right to restrict access to this content.

1. **ELIGIBILITY:** Event Attendee must be 18 years old or older to register for the Event.
2. **REGISTRATION PRICING:**

Coach (per Coach Account)*		
Basic	USD \$55.00	Includes access† to the OPTAVIA Coach event on Friday July 24, 2020 ET, OPTAVIA Together Live on Saturday, July 25, 2020 ET, Live with Dr. A on Sunday, July 26, 2020 ET and an on-demand virtual breakout session library‡.
Premium	USD \$70.00	Includes access† to the OPTAVIA Coach event on Friday July 24, 2020 ET, OPTAVIA Together Live on Saturday, July 25, 2020 ET, Live with Dr. A on Sunday, July 26, 2020 ET, an on-demand virtual breakout session library‡, and a Wellness Kit§.
Basic Bundle	USD \$149.00	Includes access† to the OPTAVIA Coach event on Friday July 24, 2020 ET, OPTAVIA Together Live on Saturday, July 25, 2020 ET, Live with Dr. A on Sunday, July 26, 2020 ET, an on-demand virtual breakout session library‡, a Wellness Kit§, and fifteen (15) Guest Passes (USD \$300.00 value).
Premium Bundle	USD \$199.00	Includes access† to the OPTAVIA Coach event on Friday July 24, 2020 ET, OPTAVIA Together Live on Saturday, July 25, 2020 ET, Live with Dr. A on Sunday, July 26, 2020 ET, an on-demand virtual breakout session library‡, a Wellness Kit§ and twenty-five (25) Guest Passes (USD \$500.00 value).
Client or Candidate (per person)		
Guest Pass	USD \$20.00	Includes access# to OPTAVIA Together Live on Saturday, July 25, 2020 ET and Live with Dr. A on Sunday, July 26, 2020 ET.

*Registration rates are calculated per **OPTAVIA** Coach 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 one of the four options available: Basic, Premium, Basic Bundle or Premium Bundle.

†Access is limited to three (3) devices.

‡The event portal and on-demand content will be available for Event Attendees to access through August 31, 2020 ET.

§Available while supplies last. In order to guarantee delivery of your Wellness Kit by Friday, July 24, 2020, APAC Coaches (Coaches based in Hong Kong and Singapore) must be registered by Wednesday, July 1, 2020 ET and US Coaches must be registered by Friday, July 10, 2020 ET.

||All individuals who receive Guest Passes must be registered to attend the Event. Coaches that purchase a Basic Bundle or Premium Bundle are responsible for registering their Guests through a separate link that will be provided by the Company to the Coach via a separate email on or around July 11, 2020 ET. Details and instructions on how to register Guests will be shared at that time. The deadline for Coaches to register their Guests through that separate registration link is July 17, 2020 ET. Unfortunately, if Guest Passes are not registered by the deadline if July 17, 2020 ET, they will be forfeited and are not refundable.

#Access is limited to one (1) device.

3. **CLOSED CAPTIONING:** Closed Captioning for the Event will be provided for live and recorded content, including subtitles in English, Spanish and Traditional Chinese. American Sign Language will not be available.
4. **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.
5. **CANCELLATION/REFUND AND TRANSFER POLICY:**
 - a. Registrations are fully refundable with the exception of the Premium, Basic Bundle and Premium Bundle; these options can be refunded less the cost of the Wellness Kit to the attendee (USD \$15.00).
 - b. Cancellations will not be accepted after Monday, July 17, 2020 ET.
 - c. No transfers will be accepted at any time. No exceptions.
6. **REGISTRATION PRICE CHANGES:** Event Registration prices are subject to change at **OPTAVIA**'s sole discretion. These price increases may be communicated via any method that **OPTAVIA** deems appropriate.
7. **REGISTRATION DEADLINE:** The deadline for purchasing a Basic Bundle or Premium Bundle registration is July 10, 2020 ET. The deadline to purchase a Basic, Premium and Guest Pass registration is July 17, 2020 ET.
8. **OPTIONAL ITEMS:** Event Attendees have the option to add the following optional items to their Registration:
 - a. Cook for A Cause (available to independent **OPTAVIA** Coaches Only).
 - i. Donate USD \$15.00 and your Coach Account will receive access to **OPTAVIA**'s Healthy Habits For All® Lean & Green virtual cooking class featuring Celebrity Chef Fabio Viviani PLUS a copy of an exclusive, limited edition Lean & Green cookbook (paperback).
 - ii. Net proceeds for this event will benefit No Kid Hungry®.
 - iii. Donations are non-refundable.
 - b. Make a donation of USD \$5.00 or more.
 - i. Donate USD \$5.00 or more and receive a copy of our exclusive, limited edition Lean & Green cookbook (digital).
 - ii. 100% of proceeds will benefit No Kid Hungry.
 - iii. Donations are non-refundable.
 - c. Medifast, Inc., will match these donations up to \$20,000 total. Donations will be made on behalf of **OPTAVIA**, LLC, by Medifast, Inc.
9. **CERTAIN ADDITIONAL CONDITIONS:**
 - a. By attending the Event, Event Attendee agrees to abide by all generally applicable rules and regulations governing the Event that have been provided or otherwise made known to the Event Attendee by **OPTAVIA** and/or any of its subsidiaries, affiliates or parent companies, including the Independent **OPTAVIA** Coach Agreement, as well as any "virtual" meeting rules or codes of conduct.

- b. **OPTAVIA** uses the personal data Event Attendee provides 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 Attendee's 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 Attendee's 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 recording of any Event sessions by Event Attendee. Event sessions are recorded by **OPTAVIA** for training, archival and marketing purposes. By participating in the Event, Event Attendee, understands that all or portions of the Event may be recorded in video and audio and/or captured in still and/or digital photographs by the Sponsor. Event Attendee agrees that the Sponsor and its subsidiaries, affiliates or parent companies, have the right and permission to use such recordings and photographs (including, but not limited to, editing or modifying said recordings or photographs) should they include Event Attendee's name, likeness, voice, biographical details, testimonial, or photograph for marketing, advertising or any other purpose in any media or format, online and/or offline, now or hereafter without further compensation, permission, or notification to the Event Attendee. Event Attendee understands and agrees that all recordings from the Event are the exclusive rights of the Sponsor and Event Attendee is not owed any compensation for the use of recordings or photographs in which Event Attendee appears or speaks. The Sponsor owns all rights of any audio, video, and/or photograph captured during the Event. While recording at the Event by Event Attendees is prohibited, other Event attendees may capture your image, in photo, video or streaming formats, which **OPTAVIA** cannot control and for which **OPTAVIA** disclaims all liability.
 - d. 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. Excerpting or quoting is permitted with prior written approval from **OPTAVIA**'s Compliance Department.
 - e. Submission of a Registration for the Event online, by phone or by email, constitutes an official Registration and intent to attend the Event.
 - f. **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.
 - g. Event Attendees' registration for, and participation in this **OPTAVIA** Event constitutes their acknowledgement and agreement to these Terms and Conditions.
 - h. **OPTAVIA** reserves the right to change or modify the Terms and Conditions for this Event.
10. **EVENT CANCELLATION, SUSPENSION OR MODIFICATION:** Sponsor reserves the right to cancel, suspend, and/or modify the Event, without any fault or liability: (1) for any reason, (2) due to force majeure (e.g. an act of war or terror, pandemic, disaster, explosion, fire, flood, riot, act of God, etc.), or (3) if any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Event in any manner, or for any reason, as determined by Sponsor in its sole discretion.

11. **ARBITRATION:** Except where prohibited by law, as a further condition of participating in this Event, registered Event Attendee agrees 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. **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.