



**OPTAVIA®**

---

**OPTAVIA® CONVENTION 2024:  
ONLINE REGISTRATION TERMS & CONDITIONS**

# OPTAVIA CONVENTION 2024: ONLINE REGISTRATION TERMS & CONDITIONS

**OPTAVIA CONVENTION 2024** (THE "CONVENTION") WILL TAKE PLACE FROM JULY 24, 2024 TO JULY 28, 2024 (THE "CONVENTION PERIOD") AND IS ORGANIZED AND SPONSORED BY **OPTAVIA**, LLC ("OPTAVIA" OR THE "COMPANY" OR "SPONSOR"). **OPTAVIA** IS OFFERING THE INDEPENDENT **OPTAVIA** COACHES (THE "ATTENDEES" OR "COACHES") TO ATTEND THE CONVENTION IN-PERSON. **OPTAVIA** RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO LIMIT OR DENY ACCESS TO THE ATTENDEES.

1. **BINDING AGREEMENT:** By participating in the Convention, the Attendees fully and unconditionally agrees to accept these Official Terms & Conditions ("Terms & Conditions") and the decisions of the Sponsor, **OPTAVIA**, LLC, which are final and binding in all matters related to the Convention.
2. **ELIGIBILITY:** The Convention is open to U.S. residents who are at least 18 years of age or older and are also independent **OPTAVIA** Coaches during the Convention Period. An independent **OPTAVIA** Coach is defined as an individual who has purchased an **OPTAVIA** Coach Business Kit (the "Business Kit") in good standing and without disciplinary action, i.e., in compliance with the **OPTAVIA** Policies, Procedures, Independent **OPTAVIA** Coach Agreement, and the Integrated Compensation Plan (collectively, "the Agreement").
  - a. To be eligible for this Convention, Coaches must achieve the rank of Executive Director or above for a minimum of 3 out of 6 months and earn the Client Support Bonus+ at least once from December 1, 2023, to May 31, 2024. Alternatively, Coaches can qualify by earning the Client Support Bonus+ a minimum of 3 times from December 1, 2023, to May 31, 2024 and maintaining a 2,000 FQV for 3 out of 6 months.
3. **REGISTRATION RATE AND OFFER:** Registration for the Convention is priced at \$349 in U.S. dollar per Attendee, providing access to following:
  - a. Morning coffee breaks (Friday & Saturday)
  - b. Opening Ceremony & Celebration of Success
  - c. 60-minute Keynote Session featuring James Clear, author of the #1 New York Times bestseller "Atomic Habits"
  - d. 10+ hours Coach education, including General Session & Breakout Sessions
  - e. Closing Ceremony
4. **ADDITIONAL OFFER:** As a special offer, Coaches who book their stay at an **OPTAVIA** partner hotel will also receive a **COMPLIMENTARY** Community Events & Meals Package\* valued at \$500 in U.S. dollar. This Package includes.
  - a. Welcome Party on Wednesday evening (includes refreshments)
  - b. Fitness classes (Thursday - Saturday)
  - c. Networking lunches (Friday & Saturday)
  - d. **OPTAVIA** Rec Night
  - e. Special surprises & more!
5. The Community Events & Meals Package is **COMPLIMENTARY** with a verified stay at an [OPTAVIA partner hotel](#). To be eligible for this special offer, you must be registered for **OPTAVIA** Convention 2024 and your stay at an **OPTAVIA** Partner hotel must be at least three nights in duration. Each stay will qualify for a **COMPLIMENTARY** Community Events & Meals Package for up to two (2) Coaches. Both Coaches' names must appear on the hotel reservation.
5. **CANCELLATION POLICY & FEES:** Convention Registration:

Date of Cancellation	Cancellation Policy & Fees* (if applicable)
On or before Saturday, June 15, 2024 at 11:59 PM PT	A 100% full refund will be issued for your registration.
From Sunday, June 16 to Sunday, June 30, 2024 at 11:59 PM PT	A partial refund will be issued for your registration, less than a 15% Cancellation fee.
On or after Monday, July 1, 2024 at 11:59 PM PT	Cancellations will no longer be accepted and no refunds will be given for registration.

\*Please note that if you make monetary donations to Healthy Habits For All®, once made, they are non-refundable.

- a. Additional Registration Policies
  - i. Registration transfers between individuals are not permitted.
  - ii. The last day to purchase a Registration is Friday, July 19, 2024, if the event has not already sold out.
6. PAYMENT METHOD: Payment for registration of the Convention must be made by credit card (all major credit cards accepted). Registration must be paid in full at the time of purchase.
7. REGISTRATION PRICE CHANGES: Convention Registration prices are subject to change at **OPTAVIA's** sole discretion. Registration prices may increase as the date of the Convention gets closer. These price increases may be communicated via **OPTAVIA** e-Update Weekly News or any other method that **OPTAVIA** deems appropriate.
8. CERTAIN ADDITIONAL CONVENTION CONDITIONS
  - a. By attending the Convention, the Attendees agree to abide by all applicable rules and regulations governing the Convention and the Convention venue.
  - b. Be advised that, regardless of the Convention venue rules, no weapons of any kind will be permitted at the Convention, including, but not limited to firearms, ammunition and knives. Convention Attendees who bring any weapons to the Convention venue will be denied entry and forfeit their right to any refund for the Convention.
  - c. To attend the Convention, all Attendees will be required to sign a Release/Waiver, agreeing to release and hold harmless **OPTAVIA, LLC**, its affiliates and parent companies, (including, but not limited to, Medifast, Inc.), from any liabilities, damages, losses or injuries, including, but not limited to, damages, losses or injuries related to risk of exposure to COVID-19. Attendees will also be required to comply with any published COVID-19 related safety measures and protocols that may be in place at the Convention venue to ensure the safety of the Convention for all Attendees. Attendees who fail to observe required safety measures and protocols may be ejected from the Convention and will not be entitled to a refund. Attendees who are observed to potentially be sick and/or evidencing symptoms of COVID-19 may be asked to leave the Convention and will not be entitled to a refund.
  - d. **OPTAVIA** uses the personal data Attendees provide during registration for the purpose of administering your participation in this Convention. To this end, **OPTAVIA, LLC** and/or any of its subsidiaries, affiliates or parent companies (including, but not limited to, Medifast, Inc.), may disclose Attendees personal data to third party service providers (e.g., any providers engaged by **OPTAVIA** to assist in conducting and administering the Convention). **OPTAVIA**, and/or any of its subsidiaries, affiliates or parent companies, may also disclose Attendees' personal data to other Attendees but will do so solely in compliance with applicable data protection laws and our Privacy Policy. Except as described herein, **OPTAVIA**, and/or its subsidiaries, affiliates and parent companies (including, but not limited to, Medifast, Inc.), will not disclose your personal data to any other third party without your consent except where required to do so by law.
  - e. **OPTAVIA** prohibits the use of cameras and mobile recording devices at all Convention General Sessions, Breakouts and speaker presentations for Attendees. **OPTAVIA** uses professional photographers/ videographers to capture images of the Convention in compliance with data protection & privacy laws. **OPTAVIA, LLC** and/or any of its subsidiaries, affiliates or parent companies (including, but not limited to, Medifast, Inc.), may edit and use these images for administrative and promotional activities in the ordinary course of business. By attending the Convention, the Attendees acknowledge and agree that (i) your image may be used by **OPTAVIA**, and/or any of its subsidiaries, affiliates or parent companies (including, but not limited to, Medifast, Inc.), as set forth hereunder; and (ii) other Attendees may capture your image, in photo, video or streaming formats, which **OPTAVIA** cannot control and for which **OPTAVIA** disclaims all liability. Attendees' registration for, and participation in this **OPTAVIA** Convention constitutes their acknowledgment and permission for **OPTAVIA, LLC** and/or any of its subsidiaries, affiliates or parent companies (including, but not limited to, Medifast, Inc.), to obtain photographs, videos, and other recorded media of their likeness. Convention Attendees 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.
  - f. No strollers are allowed in the General Sessions, Breakout Sessions or any other activities during the Convention Period.

- g. To respect and preserve the professional nature of the General Sessions and Breakouts, no children will be permitted, only nursing infants and lap babies are allowed in these Conventions.
- h. At the Convention, the Attendees may receive access to **OPTAVIA**, LLC 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. Attendees may use them solely for their own internal, non-commercial purposes. Unauthorized distribution (via sales, copying and posting on intranet/internet) is expressly forbidden. Excerpting or quoting is permitted with prior written approval from **OPTAVIA**'s Compliance Department.
- i. Submission of a Registration online, by phone or by email, constitutes an official Registration and intent to attend the Convention.
- j. **OPTAVIA** is not responsible for and will not issue refunds to Attendees for any Conventions or issues that may delay or prohibit Attendees from attending the Convention, including, but not limited to, flight or other travel-related delays and/or travel restrictions, state or federal regulations preventing travel, etc.
- k. **OPTAVIA** is not responsible for any items that may be lost and/or stolen during or at the Convention. By registering for the Convention, Attendees specifically release **OPTAVIA**, LLC and any of its parent and subsidiary companies (including, but not limited to, Medifast, Inc.), from any claims Convention Attendees may have due to lost and/or stolen items at or during the Convention.
- l. Attendees' registration for, and participation in this **OPTAVIA** Convention constitutes their acknowledgement and agreement to these Terms & Conditions.
- m. Additional terms & conditions will apply for hotel/lodging reservations for the Convention, including, but not limited to, certain Cancellation policies, for which Attendees will be subject to and which may reside on the hotel website and/or **OPTAVIA**'s corporate sites at any time. **OPTAVIA** reserves the right to change or modify the Terms & Conditions for this Convention.
- n. The Attendees are permitted to bring nursing infants and/or lap babies to the Convention. For Attendees traveling with infants, a Family Room will be available for them and their child to step away from General Sessions. By participating in the Convention, the Attendees hereby acknowledge and understand the potential issues and hereby assumes the risks (including but not limited to the risk of serious bodily injury or harm) involved because of any infant attending Convention. As a result, Convention Attendees agree to waive, release, and discharge **OPTAVIA**, LLC, and its affiliates, parent companies (including, but not limited to, Medifast, Inc.), subsidiaries, employees, agents, or third-party vendors (hereinafter "Released Entities") from any and all liability from any claims, demands, damages, injuries, death, disabilities, claims or causes of action of any nature which may hereafter accrue to the Attendee, his/her infant as a direct or indirect result of the infant's attendance at the Convention and hereby indemnifies and holds harmless the Released Entities from and against any and all claims or causes of action of any nature, including all costs, expenses, and fees arising out of or as a result of any of the Convention Attendee's or the infant's actions during their attendance at the Convention, as well as all claims and/or rights or causes of action for damages which the infant has or may hereafter have, either before or after the infant reaches the age of majority. The Convention Attendee is also fully responsible for providing all items necessary for their infant's comfort, safety and wellbeing during the Convention, including but not limited to childcare, food, sleeping accommodations, transporting devices, any needed medical care, and general supplies.
- o. The Attendee may participate in purely voluntary exercise instruction classes or Conventions offered at Convention, which are in no way mandated by attendance at the Convention, and the Attendee hereby recognizes that the classes/Conventions may involve strenuous physical activity including, but not limited to, muscle strength and endurance training, cardiovascular conditioning and training, and other various fitness activities that may result in injury. These classes/Conventions will be organized and may be taught by independent Coaches of **OPTAVIA**, LLC and not by any employees or affiliates of the hosting location, Medifast, Inc., or **OPTAVIA**, LLC. By participating in these classes or Conventions, the Convention Attendee hereby affirms that he or she is in good physical condition and does not suffer from any known disability or condition that would prevent or limit his or her participation in the exercise instruction classes/Conventions. Attendees who are interested in exercise instruction classes/Conventions should consult their personal physician before beginning any exercise program. The Attendee hereby releases the Released Entities (as defined in paragraph 8.n) from any claims, demands, damages, injuries, and causes of action resulting from his or her voluntary participation.

9. FORCE MAJEURE: **OPTAVIA**, and/or any of its affiliates or parent companies, (including, but not limited to, Medifast, Inc.), shall not be liable for any delay or Cancellation of the Convention or any parts of the Convention to the extent that such delay or Cancellation is caused by an Convention of force majeure which affects performance by hindering, delaying, making impossible or making considerably more difficult the fulfillment of commitments by **OPTAVIA** and/or any of its Affiliates. "Force majeure" shall mean an Convention, or a series of related Conventions, that is outside the reasonable control of **OPTAVIA**, and/or any of its affiliates or parent companies, (including but not limited to power failures, industrial disputes affecting any third party, changes to the law, disasters, pandemic, explosions, fires, floods, riots, terrorist attacks, acts of God and wars).
10. ARBITRATION: Except where prohibited by law, as a further condition of participating in this Convention, registered Convention Attendees agree that (a) any and all disputes and causes of action arising out of or connected with this Convention, 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 & 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 Convention Attendees further waive all rights to have damages multiplied or increased..
11. INDEMNIFICATION AND LIMITATION OF LIABILITY: BY REGISTERING FOR AND ATTENDING THE CONVENTION, EACH CONVENTION 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 CONVENTION ATTENDEE'S PARTICIPATION IN THE CONVENTION, AND WHETHER OR NOT **OPTAVIA** AND ITS RESPECTIVE PARENT, AFFILIATE AND SUBSIDIARY COMPANIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
12. INTELLECTUAL PROPERTY: These Terms & 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 prohibited.
13. SEVERABILITY: If any terms or provisions of these Terms & Conditions are determined to be invalid, illegal or incapable of being enforced by any rule or law, or public policy, such terms or provisions shall be severed and all other terms and provisions of this Agreement shall nevertheless remain in full force and effect.
14. SPONSOR: The sponsor of the Convention is **OPTAVIA**, LLC (the "Sponsor"), a Delaware Corporation whose principal business address is 100 International Drive, 18TH Floor, Baltimore, MD 21202.