

OPTAVIA® EXECUTIVE DIRECTOR SUMMIT REGISTRATION

OFFICIAL TERMS & CONDITIONS

1. **BINDING AGREEMENT:** By participating in the **OPTAVIA** Executive Director Summit (the “Summit”) that takes place on November 12-15, 2025, the Participant (the “independent **OPTAVIA** Coach” or the “Coach”) 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 Summit. To be eligible for the Summit, the Participant must fulfill all requirements set forth herein.
2. **ELIGIBILITY:** This Summit is open to U.S. residents who are, during the Summit Qualification Period, at least 18 years of age or older and are also an independent **OPTAVIA** Coach. An independent **OPTAVIA** Coach is defined as an individual who has purchased an **OPTAVIA** Business Kit, is 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, these items are referred to as “the Agreement”). **OPTAVIA** LLC, its respective promotions agencies, any of its respective parent companies (including, but not limited to, Medifast, Inc.), affiliates, subsidiaries, officers, directors, partners, principals, partnerships, employees or agents (collectively, “the Summit 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 Summit.
3. **SUMMIT QUALIFICATIONS:** The Summit is open **ONLY** to Coaches who have met certain qualifications:
 - a. Path 1-First-Time Attendees
 - i. Qualification Period: March 1 – August 31, 2025
 - ii. Must be ranked as Executive Director or above 3 out of 6 months (March – August 2025);
 - iii. Qualify as an Executive Director or above in August 2025; AND
 - iv. Earn 1 Accelerator Assist Bonus during the qualification period
 - b. Path 2-Returning Attendees
 - i. Qualification Period: April 1 – August 31, 2025
 - ii. Baseline Month: Must be ranked as Executive Director or above in March 2025 to qualify;
 - iii. Growth Requirement: Add one new Executive Director leg and maintain it for any two of the five months from March through August 2025 (months do not need to be consecutive);
 - iv. Final Rank Requirement: Must be ranked as Regional Director or above in August 2025; AND
 - v. Consistency: May not rank below Executive Director at any time during the qualification period.
 - vi. When you meet the Fall Summit qualifications, you’re not just earning your spot at the table – you’re also unlocking your invitation to **OPTAVIA** Impact Summit at Sundance!
4. **REGISTRATION POLICY:** The Summit registration launches at 12:00 a.m. PT on or around September 8, 2025, and ends at 11:59 p.m. PT on November 7, 2025.
 - a. Registration is Complimentary.
 - b. Registration transfers between individuals are not permitted.

5. SUMMIT ACTIVITIES: The Summit provides access to the following:

Experience	Path 1: First-Time Attendees	Path 2: Returning Attendees
Executive Meet & Greet	✓	✓
Coach Education Sessions	✓	✓
Community Time + Select Meals	✓	✓
Commemorative Gift	✓	✓
Complimentary 2-Night Hotel Stay*	✓	
Guided Tour of Headquarters	✓	
Immersive Product Innovation Center Experience including hands-on demonstrations	✓	
Tour our state-of-the-art manufacturing facilities	✓	
Invitation to OPTAVIA Impact Summit at Sundance*		✓

*Your reward includes a complimentary two-night hotel stay (November 13-15). Please note that we will make your hotel reservation for November 12-15, but you will be responsible for paying for the night of November 12th (and incidentals) upon check-in.

6. ADDITIONAL SUMMIT TERMS:

- The Sponsor reserves the right to amend the Summit Terms & Conditions and the Summit details, at any time and its sole discretion.
- The Sponsor reserves the right to interpret these Terms & Conditions at its sole discretion.
- The Sponsor reserves the right to audit and verify that all Summit Qualifications and requirements were met compliantly and by following the **OPTAVIA** Official Policies, Procedures, Independent Coach Agreement, and the Integrated Compensation Plan or International Compensation Plan (all of these items are collectively referred to as “the Agreement”). The Sponsor reserves the right to cancel any Summit registrations should it be discovered that qualifications were achieved through non-compliant activities on the part of the Coach and/or were in violation of the Agreement.
- To attend the Summit, in addition to meeting certain qualification requirements, an Attendee must have an active Coach account in good standing, i.e., not be under any disciplinary action, including probation, at the time the Summit takes place.
- To respect and preserve the professional nature of the Summit, General Sessions, and Workshops, no children will be permitted, only nursing or lap infants are allowed in these events.
- By attending the Summit, the Attendee agrees to abide by all generally applicable rules and regulations governing the Summit that have been provided or otherwise made known to the Summit Attendee by the Sponsor 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. Attendees are required to observe and comply with any mandatory guidelines that are in place at the Summit venue. Failure to comply with the venue’s guidelines may result in ejection from the Summit without a refund.

- g. The Sponsor uses the personal data Summit Attendee provides during registration to administer your participation in this Summit. To this end, the Sponsor, and/or any of its subsidiaries, affiliates, and/or parent companies, may disclose Summit Attendee's personal data to third-party service providers (e.g., any providers engaged by the Sponsor to assist in conducting and administering the Summit). The Sponsor, and/or any of its subsidiaries, affiliates, or parent companies, may also disclose Summit Attendee's personal data to other Summit Attendees but will do so solely in compliance with applicable data protection laws and our Privacy Policies. Except as described herein, the Sponsor, 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.
- h. The Sponsor prohibits the recording of any Summit sessions by Summit Attendees. Summit sessions are recorded by the Sponsor for training, archival, and marketing purposes. By participating in the Summit, Summit Attendee understands that all or portions of the Summit may be recorded in video and audio and/or captured in still and/or digital photographs by the Sponsor. Summit Attendee agrees that the Sponsor and its subsidiaries, affiliates, and/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 Summit 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 Summit Attendee. Summit Attendee understands and agrees that all recordings from the Summit are the exclusive rights of the Sponsor and Summit Attendee is not owed any compensation for the use of recordings or photographs in which Summit Attendee appears or speaks. The Sponsor owns all rights to any audio, video, and/or photograph captured during the Summit. While recording at the Summit by the Summit Attendees is prohibited, other Summit attendees may capture your image, in the photo, video, or streaming formats, which the Sponsor cannot control and for which the Sponsor disclaims all liability.
- i. At the Summit, Summit Attendees may receive access to the Sponsor, and/or any of its subsidiaries', affiliates', and/or parent companies' licensed content ("Presentation Materials"). the Sponsor is not liable for the information in the Presentation Materials. Summit Attendees may use them solely for their own internal, non-commercial purposes. Unauthorized distribution (via sales, copying, and/or posting on intranet/internet/social media) is expressly forbidden. Excerpting or quoting is permitted with prior written approval from the Sponsor's Compliance Department.
- j. Submission of a Registration for the Summit online constitutes an official Registration and intent to attend the Summit. The Registration website will go live on or around September 8, 2025.
- k. Summit Attendees' registration for, and participation in this Summit constitutes their acknowledgment and agreement to these Terms & Conditions.
- l. Be advised that, regardless of the Event venue rules, no weapons of any kind will be permitted at the Event, including, but not limited to firearms, ammunition, and knives. Attendees who bring any weapons to the Event venue will be denied entry and forfeit their right to any refund for the Event.
- m. The Sponsor is not responsible for any items that may be lost and/or stolen during or at the Event. By registering for the Event, Attendees specifically release the Sponsor, and any of its parent and subsidiary companies (including, but not limited to, Medifast, Inc.), from any claims Event Attendees may have due to lost and/or stolen items or during the Summit.
- n. Additional terms & conditions will apply for hotel/lodging reservations for the Event, including, but not limited to, certain cancellation policies, to which the Attendees will be subject, and which may reside on the hotel website and/or the Sponsor's corporate sites at any time. The Sponsor reserves the right to change or modify the Terms & Conditions for this Event.

- 7. SUMMIT CANCELLATION, SUSPENSION, OR MODIFICATION:** The Sponsor reserves the right to cancel, suspend, and/or modify the Summit, 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, the act of God, etc.), or (3) if any other factor beyond the Sponsor's reasonable control impairs the integrity or proper functioning of the Summit in any manner, or for any reason, as determined by the Sponsor in its sole discretion.
- 8. ARBITRATION:** Except where prohibited by law, as a further condition of participating in this Summit, registered Summit Attendee agrees that (a) any and all disputes and causes of action arising out of or connected with this Summit, 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 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 Summit Attendees further waive all rights to have damages multiplied or increased.
- 9. PARTICIPATION LIABILITY WAIVE, INDEMNIFICATION, AND RELEASE:**
- a. ATTENDEES UNDERSTAND AND AGREE THAT THEY ARE FULLY INFORMED OR OTHERWISE AWARE OF, AND FULLY ASSUME, ALL RISKS TO PERSON AND PROPERTY IN CONNECTION WITH THEIR PARTICIPATION IN THE SUMMIT, INCLUDING, BUT NOT LIMITED TO PROPERTY DAMAGE AND LOSS, ACCIDENT, DELAY, BODILY INJURIES, SICKNESS, DISEASE, AND DEATH. ATTENDEES AGREE THAT THEY ARE IN SUFFICIENT PHYSICAL AND MENTAL HEALTH TO PARTICIPATE IN THE SUMMIT AND DO NOT HAVE ANY PHYSICAL OR MENTAL CONDITIONS WHICH COULD AFFECT THEIR ABILITY TO PARTICIPATE IN THE SAME. ATTENDEES AGREE THAT THEY HAVE MEDICAL INSURANCE COVERAGE APPROPRIATE FOR THEIR PARTICIPATION IN THE SUMMIT AND UNDERSTAND THAT NEITHER **OPTAVIA**, NOR ANY OF ITS AFFILIATES, PARENT COMPANIES, SUBSIDIARIES, EMPLOYEES, AGENTS OR THIRD-PARTY VENDORS, SHALL PROVIDE ANY MEDICAL INSURANCE COVERAGE FOR ATTENDEES IN CONNECTION WITH THEIR PARTICIPATION IN THE SUMMIT.
 - b. ATTENDEES SHALL COMPLY WITH ALL APPLICABLE LAWS AND POLICIES OF **OPTAVIA** WHILE PARTICIPATING IN THE SUMMIT. IF AN ATTENDEES PARTICIPATION IN THE SUMMIT IS AT ANY TIME DEEMED DETRIMENTAL TO THE SUMMIT OR ANY OF THE OTHER PARTICIPANTS, AS DETERMINED BY **OPTAVIA**'S SOLE DISCRETION, ATTENDEES UNDERSTAND THAT (I) ATTENDEES MAY BE EXPELLED FROM THE SUMMIT WITHOUT **OPTAVIA** OR ANY OF ITS AFFILIATES, PARENT COMPANIES, SUBSIDIARIES, EMPLOYEES, AGENTS, OR THIRD-PARTY VENDORS INCURRING ANY LIABILITY; AND (II) ATTENDEES MAY INCUR LIABILITY TO **OPTAVIA** OR IT AFFILIATES, PARENT COMPANIES, SUBSIDIARIES, EMPLOYEES, AGENTS, OR THIRD-PARTY VENDORS RELATED TO THE SUMMIT.
 - c. ATTENDEES FULLY AND FOREVER WAIVE, RELEASE, HOLD HARMLESS, DISCHARGE AND COVENANT NOT TO SUE **OPTAVIA** OR ANY OF ITS AFFILIATES, PARENT COMPANIES, SUBSIDIARIES, EMPLOYEES, AGENTS AND THIRD-PARTY VENDORS"), FROM AND FOR ANY AND ALL DEMANDS, CLAIMS, ACTIONS, SUITS, DAMAGES, LOSSES, LIABILITIES, COSTS AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, COURT COSTS AND ATTORNEYS' FEES), FROM ANY CAUSE WHATSOEVER (INCLUDING, BUT LIMITED TO, PROPERTY DAMAGE AND LOSS, BODILY INJURIES, SICKNESS, DISEASE AND DEATH), DIRECTLY OR INDIRECTLY ARISING IN CONNECTION WITH ATTENDEES PARTICIPATION IN THE SUMMIT, WHETHER OR NOT FORESEEABLE OR CONTRIBUTED TO BY THE NEGLIGENT ACTS OR OMISSION OF **OPTAVIA**, ITS AFFILIATES, PARENT COMPANIES, SUBSIDIARIES, EMPLOYEES, AGENTS, OR THIRD-PARTY VENDORS.

- d. THIS RELEASE, INDEMNIFICATION, AND WAIVER SHALL BE CONSTRUED BROADLY TO PROVIDE A RELEASE, INDEMNIFICATION, AND WAIVER TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

- 10. INTELLECTUAL PROPERTY:** These Terms & 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.
- 11. SEVERABILITY:** If any term or other provision of these Terms & 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.
- 12. SPONSOR:** The sponsor of the Summit is **OPTAVIA** LLC at 100 International Drive, 18th Floor, Baltimore, MD 21202.