

OPTAVIA® IGNITE IMPACT 2025 KICKOFF REGISTRATION: OFFICIAL TERMS & CONDITIONS

THE **OPTAVIA** IGNITE IMPACT 2025 KICKOFF (THE "IGNITE IMPACT", "EVENT") TAKES PLACE ON JANUARY 18, 2025, AT WORRE STUDIOS IN LAS VEGAS, NEVADA AND IS SPONSORED BY **OPTAVIA**, LLC ("**OPTAVIA**", THE "COMPANY" OR THE "SPONSOR"). THE COMPANY RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO LIMIT OR DENY ACCESS TO ANY ENTITY OR INDIVIDUAL TO THE IGNITE IMPACT ("IGNITE IMPACT ATTENDEE" OR "ATTENDEE" OR "PARTICIPANT").

1. **BINDING AGREEMENT:** By participating in the Ignite Impact, 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, which are final and binding in all matters related to the Ignite Impact. To be eligible for the Ignite Impact, the Participant must fulfill all requirements set forth herein.
2. **QUALIFICATION PERIOD:** The Qualification Period ("Qualification Period") for the Ignite Impact begins at 12:00 a.m. PT on June 1, 2024, and ends at 11:59 p.m. PT on November 30, 2024.
3. **QUALIFICATIONS FOR IN-STUDIO AUDIENCE:** Coaches who have mastered key business-building activities between June 1 - November 30, 2024 will attend the Ignite Impact Event in person.

a. Star Coach

- i. Frontline achievement, based on the number of new clients acquired
- ii. Team achievement, based on the number of new clients per active Coach within a Global Generation
 1. Tree pinned to November 2024.

b. Elevating Health

- i. Frontline achievement, based on the number of LifeMD clients acquired
- ii. Team achievement, based on the number of LifeMD clients per active Coach within a Global Generation
 1. Tree pinned to November 2024.

c. Mentor

- i. Frontline achievement, based on the number of new Coaches personally sponsored
- ii. Team achievement, based on the number of new Coaches per active Coach within a Global Generation
 1. Tree pinned to November 2024.

d. Momentum

- i. Frontline achievement, based on the number of new clients and new Coaches personally sponsored, plus FQV growth
- ii. Team achievement, based on the number of new clients and new Coaches per active coach, plus volume growth within a Global Generation
 1. Tree pinned to November 2024.

- 4. IGNITE IMPACT TRIP DETAILS:** Coaches who qualify for the In-Studio Audience as outlined in Section 3 will be awarded a trip to Las Vegas, Nevada, for themselves and their co-applicant (or guest), scheduled for January 16-19, 2025 (the "Trip").
- a. Please note that if the qualifying Coach account includes a "co-applicant", the co-applicant will automatically be designated as the guest. The selected guest cannot be another **OPTAVIA** Coach who did not qualify for the Incentive. Guests under the age of 18 will not be permitted to attend **OPTAVIA**-sponsored events.
 - b. The Trip includes:
 - i. Complimentary hotel stay: A four-day, three-night stay at the luxurious Four Seasons Las Vegas (Thursday, January 16 - Sunday, January 19, 2025) in a superior or deluxe room.
 - ii. Exclusive "Breakfast at Tiffany's" Recognition Experience on Friday, January 17, 2025,
 - iii. Travel Credit: A \$650 travel credit per Coach (or \$1,300 per Coach and Co-Applicant) to help offset airfare costs.
 - iv. Ground Transportation: While airport transfers will be at your own expense, complimentary transportation will be provided between the studio and all hosted activities.
 - v. Welcome Dinner: A memorable dining experience at Giada on Friday, January 17, 2025.

5. AWARD CATEGORIES:

- a. **OPTAVIST Awards** - recognizing excellence within our coaching community, honoring Coaches who set a high standard and inspire others to follow. The following awards are based on Transformation Team nominations:
 - i. Vision Award: Awarded to the visionary who leads from the future, building a bridge to new possibilities through decisive action. This Coach breaks new ground and embodies our commitment to innovation, inspiring us to venture boldly into uncharted territories.
 - ii. Advocate: Awarded to the Coach who epitomizes the best of our Community's values and principles, not only championing our commitment to the health and wellbeing of our Clients but also excels in cultivating trust. This Coach's mastery of relationship-building reflects a deep dedication to fostering healthy, supportive connections within our community.
 - iii. Beacon Award: Awarded to the Coach who excels at guiding others through critical moments of decision and transformation. This Coach leads with integrity and by example, with their direction and support lighting the way and empowering others to follow suit and achieve their goals.
 - iv. Catalyst Award: Awarded to the Coach who propels our Community forward with unmatched energy and enthusiasm, embodying the change they wish to see. This Coach is a catalyst for positive change, driving initiatives that awaken potential in others and inspire collective success.
 - v. Grit Award: Awarded to the Coach who displays extraordinary courage and strength in the face of challenges. This Coach embraces the obstacle as the way, rising to each with unwavering resilience and inspiring us all to face our own obstacles with grace and resolve.
 - vi. Champion Award: Awarded to the Coach who fosters a profound sense of belonging and solidarity within our Community, uniting us through a shared purpose. This Coach actively nurtures a positive, inclusive environment for all.
 - vii. Heart Award: Awarded to the Coach whose compassion and empathy shine through in everything they do. This Coach's genuine care for others embodies our belief that everyone deserves to live their healthiest, most fulfilled life.

viii. Empowerment Award: Awarded to the Team who exemplifies our commitment to education and empowerment. This Team is dedicated to spreading knowledge and resources, ensuring that our Community is informed and equipped to make healthier choices. (module completions per active Coach within a Global Generation, June 1 - November 30, 2024).

6. REGISTRATION PERIOD: The Ignite Impact registration launches at 12:00 a.m. PT on December 11, 2024, and ends at 11:59 p.m. PT on January 12, 2025.

7. REGISTRATION RATE: Participants can choose between in-person registration or standard livestream registration.

- a. In-Person Registration: Free of charge and by invitation only from the Sponsor.
- b. The livestream event taking place in conjunction with Field-hosted Watch Parties. Please note that **OPTAVIA** does not assume any liability for incidents or issues that may occur during these Watch Parties. Additionally, these Watch Parties are independently organized and are not sponsored or endorsed by **OPTAVIA** in any corporate capacity.

Package	Description	Cost
Standard	Perfect for individual Coaches or Clients. Includes livestream access via a magic link, 30-day on-demand rewatch access, and a free OPTAVIST hoodie for the <u>first 500 registrants</u> .	\$40
Classic*	Perfect for those embracing the OPTAVIST lifestyle and are ready to Impact One More! Includes livestream access via a magic link, 30-day on-demand rewatch access and <u>one</u> exclusive OPTAVIST hoodie.	\$65
Premium*	Designed for maximum impact! For those who live the OPTAVIST lifestyle and want to share it with their co-applicant. Includes livestream access via a magic link, 30-day on-demand rewatch access, and <u>two</u> exclusive OPTAVIST hoodies.	\$90

Don't wait - these exclusive **OPTAVIST hoodies are limited-edition and only available while supplies last. Once they're gone, they're gone!*

8. REGISTRATION POLICIES:

- a. **Don't miss out!** The last day to register is Sunday, January 12th.
- b. **No takebacks.** Registrations are nonrefundable and non-transferable, so make sure you're all in before hitting that register button.
- c. **Hoodie heads-up!** Hoodies are final sale - no exchanges or returns. Be sure to check the size chart carefully before making your selection so you can rock your **OPTAVIST** look with confidence!
- d. **Registration is a must!** Whether you're tuning in from home or gathering at a local watch party, all Coaches are required to register for the livestream event. We're all in this together, so make it official and join the fun!

9. REGISTRATION RATE CHANGES: The registration rate is subject to change at **OPTAVIA**'s sole discretion. These price increases may be communicated via any method that **OPTAVIA** deems appropriate.

- 10. PAYMENT:** Payment for registration for the Ignite Impact must be made by credit card (all major credit cards accepted). Registration must be paid in full at the time of purchase.
- 11. CANCELLATION POLICY:** All registrations are non-refundable in the event of cancellation.
- 12. TRANSFERS POLICY:** Transfers of registrations for the Ignite Impact will not be permitted; no exceptions will be considered.
- 13. ADDITIONAL IGNITE IMPACT TERMS:**
- a. **OPTAVIA** reserves the right to amend the Ignite Impact Terms & Conditions and the Ignite Impact details, at any time and its sole discretion.
 - b. **OPTAVIA** reserves the right to interpret these Terms & Conditions at its sole discretion.
 - c. **OPTAVIA** reserves the right to audit and verify that all Ignite Impact 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”). **OPTAVIA** reserves the right to cancel any Ignite Impact 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.
 - d. To attend the Ignite Impact, 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 Ignite Impact takes place.
 - e. To respect and preserve the professional nature of the Ignite Impact, General Sessions, and Workshops, no children will be permitted, only nursing or lap infants are allowed in these events.
 - f. As a prerequisite for attending the Ignite Impact, the Coach must sign a Waiver/Release of Liability whereby the Coach agrees to indemnify, release, and hold harmless **OPTAVIA**, and its respective parents, affiliates, and subsidiaries, from any and all liability, damages, losses or injury. Should any nursing infant be accompanying the Coach to the Ignite Impact, the Coach must also execute an Infant Waiver/Release of Liability agreeing to indemnify, release, and hold harmless **OPTAVIA**, and its respective, parents, affiliates, and subsidiaries, from any and all liability, damages, losses or injury, on behalf of the infant child.
 - g. By attending the Ignite Impact, the Attendee agrees to abide by all generally applicable rules and regulations governing the Ignite Impact that have been provided or otherwise made known to the Ignite Impact 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. Attendees are required to observe and comply with any mandatory guidelines that are in place at the Ignite Impact venue. Failure to comply with the venue’s guidelines may result in ejection from the Ignite Impact without a refund.
 - h. Attendees should not attend the Ignite Impact should they feel sick and/or have symptoms of COVID-19. The Company reserves the right to eject Attendees from the Ignite Impact who may be observed to have potential symptoms of COVID-19.
 - i. **OPTAVIA** uses the personal data Ignite Impact Attendee provides during registration to administer your participation in this Ignite Impact. To this end, **OPTAVIA**, and/or any of its subsidiaries, affiliates, and/or parent companies, may disclose Ignite Impact Attendee’s personal data to third-party service providers (e.g., any providers engaged by **OPTAVIA** to assist in conducting and administering the Ignite Impact). **OPTAVIA**, and/or any of its subsidiaries, affiliates, or parent companies, may also disclose Ignite Impact Attendee’s personal data to other Ignite Impact 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.

- j. **OPTAVIA** prohibits the recording of any Ignite Impact sessions by Ignite Impact Attendees. Ignite Impact sessions are recorded by **OPTAVIA** for training, archival, and marketing purposes. By participating in the Ignite Impact, Ignite Impact Attendee understands that all or portions of the Ignite Impact may be recorded in video and audio and/or captured in still and/or digital photographs by the Sponsor. Ignite Impact 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 Ignite Impact 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 Ignite Impact Attendee. Ignite Impact Attendee understands and agrees that all recordings from the Ignite Impact are the exclusive rights of the Sponsor and Ignite Impact Attendee is not owed any compensation for the use of recordings or photographs in which Ignite Impact Attendee appears or speaks. The Sponsor owns all rights to any audio, video, and/or photograph captured during the Ignite Impact. While recording at the Ignite Impact by the Ignite Impact Attendees is prohibited, other Ignite Impact attendees may capture your image, in the photo, video, or streaming formats, which **OPTAVIA** cannot control and for which **OPTAVIA** disclaims all liability.
- k. At the Ignite Impact, Attendees may receive access to **OPTAVIA**, and/or any of its subsidiaries', affiliates', and/or parent companies' licensed content ("Presentation Materials"). **OPTAVIA** is not liable for the information in the Presentation Materials. Ignite Impact 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 **OPTAVIA**'s Compliance Department.
- l. Submission of a Registration for the Ignite Impact online, or by email, constitutes an official Registration and intent to attend the Ignite Impact.
- m. **OPTAVIA** is not responsible for and will not issue refunds to Ignite Impact Attendees for any events or issues that may delay or prohibit Ignite Impact Attendees from attending the Ignite Impact.
- n. Ignite Impact Attendees' registration for, and participation in this Ignite Impact constitutes their acknowledgment and agreement to these Terms & Conditions.
- o. 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.
- p. **OPTAVIA** 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 **OPTAVIA**, LLC 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 Ignite Impact.
- q. 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 **OPTAVIA**'s corporate sites at any time. **OPTAVIA** reserves the right to change or modify the Terms & Conditions for this Event.

14. IGNITE IMPACT CANCELLATION, SUSPENSION, OR MODIFICATION: The Sponsor reserves the right to cancel, suspend, and/or modify the Ignite Impact, 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 Ignite Impact in any manner, or for any reason, as determined by the Sponsor in its sole discretion.

- 15. ARBITRATION:** Except where prohibited by law, as a further condition of participating in this Ignite Impact, registered Ignite Impact Attendee agrees that (a) any and all disputes and causes of action arising out of or connected with this Ignite Impact, 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 Ignite Impact Attendees further waive all rights to have damages multiplied or increased.
- 16. INDEMNIFICATION AND LIMITATION OF LIABILITY:** BY REGISTERING FOR AND ATTENDING THE IGNITE IMPACT, EACH IGNITE IMPACT 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 IGNITE IMPACT ATTENDEE’S PARTICIPATION IN THE IGNITE IMPACT, AND WHETHER OR NOT **OPTAVIA** AND ITS RESPECTIVE PARENT, AFFILIATE AND SUBSIDIARY COMPANIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 17. 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 strictly prohibited.
- 18. 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.
- 19. SPONSOR:** The sponsor of the Ignite Impact is **OPTAVIA**, LLC 100 International Drive, 18TH Floor, Baltimore, MD 21202.