

OPTAVIA® INCENTIVE TRIP 2024 SPECIAL EVENTS & PERKS REWARD:

OFFICIAL TERMS & CONDITIONS

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS REWARD. VOID WHERE PROHIBITED OR RESTRICTED BY APPLICABLE FEDERAL, STATE, OR LOCAL LAWS AND REGULATIONS. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN ONLY TO LEGAL RESIDENTS OF THE UNITED STATES, THE DISTRICT OF COLUMBIA, AND OTHER LOCALES UNDER THE UNITED STATES JURISDICTION, INCLUDING PUERTO RICO, GUAM, THE U.S. VIRGIN ISLANDS AND OTHER PROTECTED TERRITORIES. MUST BE 18 YEARS OF AGE OR OLDER. INTERNET ACCESS AND EMAIL ACCESS ARE REQUIRED TO PARTICIPATE IN THIS REWARD.

1. **BINDING AGREEMENT:** By participating in the **OPTAVIA** Incentive Trip 2024 Special Events & Perks Reward (the "Reward"), the independent **OPTAVIA** Coach (the "Entrant") fully and unconditionally agrees to accept these Official Terms & Conditions (the "Terms & Conditions") and the decisions of the Sponsor, **OPTAVIA**, LLC, which are final and binding in all matters related to the Reward. To be eligible for a Reward, the Entrant must fulfill all requirements set forth herein.
2. **ELIGIBILITY:** The Reward is open to U.S. residents who are at least 18 years of age or older and are also independent **OPTAVIA** Coaches who qualified to attend the **OPTAVIA** Incentive Trip 2024 taking place April 14-20, 2024 (additional [Terms and Conditions](#) apply). Independent **OPTAVIA** Coaches who were rewarded with a cruise cabin via the Global & Above Caribbean Cruise Cabin Incentive are also eligible (see [Terms & Conditions](#)). 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"). **OPTAVIA**, its respective promotions agencies, any of its respective parent companies, affiliates, subsidiaries, officers, directors, partners, principals, partnerships, employees or agents (collectively, the "Reward 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 Reward.
3. **QUALIFICATION PERIOD:** The Reward Qualification Period commences at 12:00 a.m. PT on October 1, 2023, and ends at 11:59 p.m. PT on March 31, 2024.
4. **DEFINITIONS:**
 - a. **New Client:** A New Client is an individual who has never placed an order with **OPTAVIA**. As of December 1, 2023, a New Client must have 150+ Personal Qualifying Volume ("PQV") in their first Monthly Bonus Period. The 150+ PQV can be from multiple orders, so long as those orders are placed in the Client's first Monthly Bonus Period. Please note that the 150+ PQV requirement does not apply retroactively. Prior to December 1, 2023, a New Client was required to have 345+ PQV to qualify.
 - b. **Client Support Bonus+ ("CSB+") Incentive:** This Incentive promotes and rewards New Client acquisition. Coaches who engage in New Client acquisition and achieve the Incentive Qualifications during the Qualification Period will be eligible for certain bonuses as outlined in [Client Support Bonus+ Incentive Terms and Conditions](#).
 - c. **Accelerator Assist Bonus ("AAB") Incentive:** This Incentive promotes New Client acquisition and promotes Business Coaches to help their new Coaches to cultivate their habits. As a result, this Incentive is comprised of two components: 1) the "Coach Accelerator Bonus" ("CAB") and 2) the "Accelerator Assist Bonus" ("AAB"). The CAB Qualifications and AAB Qualifications are outlined on Page 7 and defined on Page 19 of the [Integrated Compensation Plan](#).
 - d. **Global Generation:** A Global Generation is all CSB+ Bonuses earned between a Qualified Global Director or above and down to the next Qualified Global Director or above, per the Pinned Tree at the close of January 2024.
 - e. **FIBL Generation:** A FIBL Generation is all CSB+ Bonuses earned between a Qualified Fully Integrated Business Leader and down to the next Qualified Fully Integrated Business Leader, per the Pinned Tree at the close of January 2024.

5. REWARD QUALIFICATIONS: In recognizing specific achievements during the Qualification Period, the Reward will be offered to certain Incentive Trip attending Coaches in various achievement categories who meet the specified criteria below:
- a. Top 20 Client Support Bonus+ Incentive Achievers:**
 - i. This achievement is offered to the Incentive Trip attending Coaches who achieve the top 20 qualifications for (New or Reactivated) Clients, as defined by the [Client Support Bonus+ Incentive Terms and Conditions](#) during the Qualification Period.
 - ii. Tiebreaker: The tiebreaker will be determined based on the highest number of Accelerator Assist Bonuses.
 - b. Top 20 Accelerator Assist Bonus Achievers:**
 - i. This achievement is offered to the Incentive Trip attending Coaches who achieve the top 20 highest number of Accelerator Assist Bonuses earned during the Qualification Period.
 - ii. Tiebreaker: The tiebreaker will be determined based on the most qualifying (New or Reactivated) Clients, as defined by the Client Support Bonus+ Incentive.
 - c. Top 25 Qualified Global Director (or above) 3 out of 6 months:**
 - i. This achievement is offered to the Incentive Trip attending Coaches who qualify Global Director (or above) 3 out of 6 months during the Qualification Period and fall in the "Top 25" as defined here:
 - 1. Top 25: The Top 25 accounts will be determined based on the CSB+ team achievement, where the Company will measure the CSB+ achievements generated by the Coach's Global Generation per the Pinned Tree.
 - d. Top 10 Qualified FIBL 3 out of 6 months:**
 - i. This achievement is offered to the Incentive Trip attending Coaches who qualify FIBL 3 out of 6 months during the Qualification Period and fall in the "Top 10" as defined here:
 - 1. Top 10: The Top 10 accounts will be determined based on the CSB+ team achievement, where the Company will measure the CSB+ achievements generated by the Coach's FIBL Generation per the Pinned Tree.

6. REWARD CHART:

Achievement	Reward
Client Support Bonus+ Achievement, Top 20	Specialty dining certificate for two (2) and \$100 spa certificate for one (1)
Accelerator Assist Bonus Achievement, Top 20	Invitation for you, your Co-Applicant/guest, and two (2) guests to Jamie's Italian for an exclusive dinner (Day 3)
Qualified Global Director (or above) 3 out of 6 months, Top 25	Two (2) Complimentary Thrill Waterpark Day Passes for use at Perfect Day at Cococay
Qualified FIBL 3 out of 6 months, Top 10	Hideaway Cabana* & Day Passes for you, your Co-Applicant/Guest and (6) guests for use at Perfect Day at Cococay

*Cabana location and size may vary, to be assigned by the Company based on performance.

7. ADDITIONAL REWARD TERMS:

- a. **OPTAVIA** reserves the right to amend the Reward Terms and Conditions, at any time and at its sole discretion.
- b. **OPTAVIA** reserves the right to interpret the Reward Qualifications at its sole discretion.
- c. **OPTAVIA** reserves the right to audit and verify that all Reward Qualifications and requirements were met compliantly. **OPTAVIA** does not allow or condone manipulation or fraudulent activity associated with the Reward or Compensation Plans and, as such, **OPTAVIA** reserves the right to conduct an investigation prior to making any determinations concerning qualification for the Reward. The discovery by **OPTAVIA** of any manipulation or fraudulent activity will be grounds for disqualification from the Reward and potential disciplinary action pursuant to the **OPTAVIA** Policies and Procedures.
- d. The account of any Coach who was subject to disciplinary action during the Qualification Period, or at any time prior thereto, is subject to review by **OPTAVIA** and is subject to disqualification from this Reward.
- e. **OPTAVIA** reserves the right to cancel, suspend, and/or modify the Reward, and/or extend or delay the Reward Qualification Period, or any part of 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 Reward in any manner, or for any reason related to the administration of the Reward, as determined by Sponsor in its sole discretion. In the event the Reward 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 Reward, Sponsor may, in its sole and absolute discretion and without any fault or liability, (a) cancel the Reward; and/or (b) modify or suspend the Reward to address the impairment and then resume the Reward in a manner that best conforms to the spirit of these Terms and Conditions.
- f. At its sole discretion, Sponsor may disqualify any Entrant whom it considers having intentionally violated these Terms and Conditions or any element of this Reward. By participating, the Entrant agrees to be bound by the Terms and Conditions and the decisions of the Sponsor and to waive any right to claim ambiguity in these Terms and Conditions. The Reward 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 Reward or by technical or human error which may occur and/or which may damage a user's system, hardware or software or limit a Coach's ability to participate in the Reward.
- g. Any undefined terms used throughout these Terms & Conditions shall be understood and construed as set forth and used in the Agreement. Should any conflicts exist between the definitions under these Terms & Conditions and the Agreement, the definition under these Terms & Conditions will govern.
- h. The Reward must be taken as offered and may not be assigned or transferred. The Reward is valued in U.S. Dollars. **OPTAVIA** accepts no responsibility for any variation in the Reward values. **OPTAVIA** reserves the right, in its sole discretion, to substitute another Reward of equal or greater value.
- i. Except where prohibited by law, by participating in the Reward, Entrants agree to grant **OPTAVIA** and any of its parents, affiliates, or subsidiary companies, including, but not limited to, Medifast, Inc., 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.

8. **ARBITRATION:** Except where prohibited by law, as a further condition of participating in this Reward, Entrants agree that (a) any and all disputes and causes of action arising out of or connected with this Reward 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 Reward may be entered in any court having jurisdiction; and (d) these Terms & Conditions 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. 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.
9. **INDEMNIFICATION, RELEASE, AND LIMITATION OF LIABILITY:** BY PARTICIPATING IN THE REWARD, EACH PARTICIPANT 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 PARTICIPANT'S PARTICIPATION IN THE REWARD AND/OR THE ACCEPTANCE, USE OR MISUSE OF ANY CASH BONUSES THAT MAY BE WON, AND WHETHER OR NOT THE REWARD ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **WEBSITE USE:** Entrants expressly acknowledge and agree that the download or installation of any content or program, and/or the use of the Sponsor's website and all other elements of this Reward are at Entrants' own discretion and risk. The Reward 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 Reward. All elements of this Reward are provided on an "as-is" and "as-available" basis and Entrants assume full responsibility and risk for the use of the Sponsor's website, the Internet, and all other elements of this Reward. Entrants understand that the Reward Entities do not make any representations or warranties regarding the reliability, timeliness, availability, and/or performance of any elements of this Reward.
11. **INTELLECTUAL PROPERTY:** The Reward Official 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.
12. **SEVERABILITY:** If any terms or other provisions of these Official 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 these Terms & Conditions shall nevertheless remain in full force and effect.
13. **SPONSOR:** The Sponsor of this Reward 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 with any parent, subsidiary or affiliate companies of **OPTAVIA**, LLC.