

2021 OPTAVIA® “WINTER DASH” INCENTIVE

OFFICIAL TERMS & CONDITIONS

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS INCENTIVE. VOID WHERE PROHIBITED OR RESTRICTED BY APPLICABLE FEDERAL, STATE, OR LOCAL LAWS AND REGULATIONS. OPEN ONLY TO RESIDENTS OF THE UNITED STATES, THE DISTRICT OF COLUMBIA, AND OTHER LOCALES UNDER THE UNITED STATES JURISDICTION, INCLUDING PUERTO RICO, GUAM, U.S. VIRGIN ISLANDS AND OTHER PROTECTED U.S. TERRITORIES, SINGAPORE AND HONG KONG. MUST BE 18 YEARS OF AGE OR OLDER. INTERNET ACCESS AND EMAIL ACCESS ARE REQUIRED.

1. **BINDING AGREEMENT:** By participating in the 2021 **OPTAVIA** “Winter Dash” Incentive (the “Incentive”), the independent **OPTAVIA** Coach (the “Participant” or “Coach”) fully and unconditionally agrees to accept these Official Terms & Conditions (“Terms & Conditions”) and the decisions of the Sponsor, **OPTAVIA**, LLC (“**OPTAVIA**”, “Company” or “Sponsor”), which are final and binding in all matters related to the Incentive. To be eligible for the Incentive, the Participant must fulfill all requirements set forth herein.
2. **ELIGIBILITY:** This Incentive is open to U.S., Singapore and Hong Kong residents who are, during the Incentive Qualification Period, at least 18 years of age or older and also serve as independent **OPTAVIA** Coaches. 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, Integrated Compensation Plan (for U.S. based Coaches), and International Compensation Plan (for international based Coaches) (collectively, these items are referred to as “the Agreement”). **OPTAVIA**, LLC, its respective promotions agencies, any of its respective parent companies, affiliates, subsidiaries, officers, directors, partners, principals, partnerships, employees or agents (collectively, “the Incentive 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 Incentive.
3. **INCENTIVE QUALIFICATION PERIOD:** The Incentive Qualification Period (“Qualification Period”) commences at 3:00 a.m. ET on December 20, 2021 and closes at 2:59 a.m. ET on January 10, 2022.
4. **INCENTIVE QUALIFICATIONS:** : In order to qualify for the Incentive, the Coach must engage in certain “Client Acquisition Activities.” The Client Acquisition Activities reward Coaches for acquiring New Clients or Reactivated Clients with Qualifying Volume, as outlined in detail below:

| Number of “New Clients”** OR “Reactivated Clients”† each with Personal Qualifying Volume (PQV) of 345+ during the Qualification Period (“Qualified Clients”‡) | U.S. Coach Rewards | Hong Kong Coach Rewards | Singapore Coach Rewards |
|---|-----------------------------|----------------------------|---------------------------|
| 5-9 | US \$250.00 | HK\$2,000.00 | S\$350.00 |
| 10-14 | An additional US \$250.00 | An additional HK\$2,000 | An additional S\$350.00 |
| 15-19 | An additional US \$500.00 | An additional HK\$3,900.00 | An additional S\$700.00 |
| 20-24 | An additional US \$750.00 | An additional HK\$5,850.00 | An additional S\$1,050.00 |
| 25+ | An additional US \$1,000.00 | An additional HK\$7,800.00 | An additional S\$1,400.00 |
| Maximum Potential Rewards | US \$2,750.00 | HK\$21,550.00 | S\$3,850 |

*A “New Client” is an individual who has never previously placed an order with **OPTAVIA**.

†A “Reactivated Client” is an individual who has not placed an order with **OPTAVIA** since 3:00 am ET on September 21, 2021.

‡A “Qualified Client” is a New Client or Reactivated Client with 345+ PQV during the Qualification Period. The PQV can be composed of multiple orders, so long as these orders are placed during the Qualification Period and total 345+ PQV.

a. Additional Client Acquisition Activities Terms:

- i. The Rewards for the Client Acquisition Activities build upon one another. For example, if a U.S. Coach welcomes five (5) Qualified Clients, the Coach will receive US \$250.00. If that U.S. Coach then acquires an additional five (5) Qualified Clients (for a total of ten (10) Qualified Clients), that Coach will receive an additional US \$250.00, for a total of US \$500.00 in Cash Rewards.
- ii. Cash Rewards for Client Acquisition Activities are capped at a total of US \$2,750.00, HK\$21,550.00 and S\$3,850 per Coach Account. For example, if a U.S. Coach welcomes thirty (30) Qualified Clients, the U.S. Coach will receive a maximum Cash Reward of US \$2,750.00.

5. ADDITIONAL INCENTIVE CONDITIONS:

- a. Cash Rewards earned will be paid out with weekly commission payouts the week following when the Cash Rewards were achieved.
- b. **OPTAVIA** reserves the right to amend the Incentive Terms & Conditions at any time and at its sole discretion.
- c. **OPTAVIA** reserves the right to interpret the Incentive Qualifications at its sole discretion.
- d. **OPTAVIA** reserves the right to audit and verify that all Incentive Qualifications and requirements were met compliantly and by following the **OPTAVIA** Policies, **OPTAVIA** Procedures, Independent **OPTAVIA** Coach Agreement, Integrated Compensation Plan (for U.S. based Coaches), and International Compensation Plan (for international based Coaches) (all of these items are collectively referred to as "the Agreement"). **OPTAVIA** reserves the right to revoke any Incentives which were achieved through non-compliant activities on the part of the Coach and/or were in violation of the Agreement.
- e. **OPTAVIA** does not allow or condone manipulation or fraudulent activities associated with the Incentive or Compensation Plans and, as such, **OPTAVIA** reserves the right to conduct an investigation prior to making any determinations concerning qualification for the Incentive. The discovery by **OPTAVIA** of any manipulation or fraudulent activities will be the grounds for disqualification from the Incentive and potential disciplinary action pursuant to the **OPTAVIA** Policies and Procedures. Manipulation of this Incentive or the Company's Compensation Plans includes, but is not limited to, using Wellness Credits (Wellness Credits are currently only available in the U.S. market) to purchase full orders for Clients and/or Coaches. Wellness Credits may only pay for a maximum of 50% of an order (for one of the purposes outlined in the Policies and Procedures) in order to be considered compliant. Additionally, purchasing orders under other Clients or Coach's accounts and/or personally purchasing items under fictitious accounts is considered manipulation.
- f. The account of any Coach, who was subject to disciplinary action during the Qualification Period, or at any time prior thereto, is subject to a review by **OPTAVIA** and is subject to disqualification from this Incentive.
- g. The Sponsor reserves the right to cancel, suspend, and/or modify the Incentive and/or extend or delay the Incentive Qualification Period or any part of thereof: (1) for any reason, (2) due to force majeure (e.g. an act of war or terror, pandemic, etc.), or (3) if any other factor beyond the Sponsor's reasonable control impairs the integrity or proper functioning of the Incentive in any manner, or for any reason related to the administration of the Incentive, as determined by the Sponsor in its sole discretion. In the event the Incentive is not capable of running as planned, including, but not limited to, infection by computer virus or bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor, which corrupt or affect the operation, administration, security, fairness, integrity or proper conduct of the Incentive, the Sponsor may, in its sole and absolute discretion and without any fault or liability, void any suspect entries and (a) cancel the Incentive; (b) modify the Incentive or suspend the Incentive to address the impairment and then resume the Incentive in a manner that best conforms to the spirit of these Terms & Conditions; and/or (c) award the Cash Rewards from among the eligible, non-suspect Entries received up to the time of the impairment in accordance with the criteria in these Terms & Conditions.
- h. At its sole discretion, the Sponsor may disqualify any Coach whom it considers to have intentionally violated these Terms & Conditions or any element of this Incentive. By participating, the Coach agrees to be bound by the Terms & Conditions and the decisions of the Sponsor and to waive any right to claim ambiguity in these Terms & Conditions. The Incentive 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 the Sponsor, users or by any of the equipment or programming associated with or utilized in the Incentive 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 Incentive.

- i. Any undefined terms used throughout these Terms & Conditions shall be understood and construed as set forth and used in **OPTAVIA's** current Policies, Procedures, U.S. Integrated Compensation Plan (for U.S. Independent **OPTAVIA** Coaches) or the International Compensation Plan (for Hong Kong and Singapore Independent **OPTAVIA** Coaches) (the "Agreement"). Should any conflicts exist between the definitions under these Terms & Conditions and the Agreement, the definition under these Terms & Conditions will govern.
- j. **ARBITRATION:** Except where prohibited by law, as a further condition of participating in this Incentive, Participants agree that (a) any and all disputes and causes of action arising out of or connected with this Incentive 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 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 Participants further waive all rights to have damages multiplied or increased.
- k. **INDEMNIFICATION AND LIMITATION OF LIABILITY:** BY PARTICIPATING IN THE INCENTIVE, 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 INCENTIVE AND/OR THE ACCEPTANCE, USE OR MISUSE OF ANY CASH REWARDS THAT MAY BE WON, AND WHETHER OR NOT THE INCENTIVE ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- l. **WEBSITE USE:** Participants 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 Incentive are at Participants' own discretion and risk. The Incentive 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 Incentive. All elements of this Incentive are provided on an "as-is" and "as available" basis and Participants assume full responsibility and risk for use of the Sponsor's website, the internet, and all other elements of this Incentive. Participants understand that the Incentive Entities do not make any representations or warranties regarding the reliability, timeliness, availability, and/or performance of any elements of this Incentive.
- m. **INTELLECTUAL PROPERTY:** The Incentive 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.
- n. **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.
- o. **SPONSOR:** The Sponsor of this Incentive is **OPTAVIA, LLC** (the "Sponsor"), a Delaware Corporation whose principal business address is 100 International Drive, 18th Floor, Baltimore, MD 21202. Participants authorize the Sponsor to share their information and entry submissions with any parent, subsidiary or affiliate companies of **OPTAVIA, LLC**.