

OPTAVIA® IGNITE CONTEST

OFFICIAL TERMS & CONDITIONS

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. VOID WHERE PROHIBITED OR RESTRICTED BY APPLICABLE 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, US VIRGIN ISLANDS AND OTHER PROTECTED U.S. TERRITORIES. MUST BE 18 YEARS OF AGE OR OLDER. INTERNET ACCESS AND EMAIL ACCESS ARE REQUIRED.

1. **BINDING AGREEMENT:** By participating in the **OPTAVIA** Ignite Contest (the “Ignite” or “Contest”), the independent **OPTAVIA** Coach (the “Entrant” or “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 Ignite. To be eligible to participate in the Ignite, the Entrants must fulfill all requirements set forth herein.
2. **ELIGIBILITY:** This Ignite is open to U.S. residents who are at least 18 years of age or older and are also independent **OPTAVIA** Coaches during the Contest Entry Period (“Entry Period”). An independent **OPTAVIA** Coach is defined as an individual who has purchased an **OPTAVIA** Coach Business Kit (“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, 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 Contest.
3. **CONTEST ENTRY PERIOD:** The Contest Entry Period starts at 12:00 a.m. PT February 14, 2022 and ends 11:59 p.m. PT March 2, 2022 (“Entry Period”).
4. **METHOD OF ENTRY:**
 - a. In order to enter the Contest, Entrants must:
 - i. Be registered to attend **OPTAVIA** Convention 2022; and
 - ii. Submit an online submission form bit.ly/OPTAVIA-Ignite-2022. As part of this online submission form, the Entrant will be required to answer a series of questions and provide photos that detail the Entrant’s personal story of how **OPTAVIA** helped him/her live a life of impact.
 - b. All information, including photos, stories, videos, etc., submitted by an Entrant concerning his/her life of impact will collectively be referred to as an “Entry.”
 - c. An Entry may only be submitted by the Entrant, i.e., an Entry may not be submitted on behalf of other individuals.
 - d. As part of the Entry, an Entrant will be required to provide the following contact information:
 - i. First and last name;
 - ii. Coach ID number;
 - iii. E-mail address;
 - iv. City, state and zip code; and
 - v. Phone number.
5. **JUDGING CRITERIA:**
 - a. All valid Entries received during the Entry Period will be judged and scored on the criteria outlined below by an internal panel of judges selected by the Sponsor (“Judging Panel”). The Entries will be judged on the following criteria (“Judging Criteria”).
 - i. The Entrant’s ability to share his/her story as an independent **OPTAVIA** Coach focusing on how **OPTAVIA** has led him/her to impact the lives of others;
 - ii. The Entrant’s ability to share specific examples illustrates how **OPTAVIA** has created a life of impact for the

Coach and the lives of others (i.e., inspiration, mentorship, empowerment, improvement, education, support, optimism for the future, etc.);

- iii. The Entrant's ability to demonstrate impact and reach by providing specific examples of personal participation and involvement (i.e., family, friends, neighbors, school, workplace, community, etc.);
- iv. The Entrant's ability to align his/her story of impact with **OPTAVIA**'s mission of Lifelong Transformation, One Healthy Habit at a Time®;
- v. The Entrant's creativity and storytelling ability.

6. ENTRY SCORING:

- a. Each Entry will be scored by the individual Judging Panel members. Each Judging Panel member will award the Entry a range of points (from 1-5) for each of the Judging Criteria. The Judging Panel's individual scores will then be averaged to result in one overall score ("Judging Panel Score").

7. TIE-BREAKER:

- a. Should more than one Entry "tie" for the highest Judging Panel Score for the top eight (8) highest Judging Panel Scores, a "tie-breaker" judge will break the tie by weighing the Entrant's score for the above-referenced criteria in Section 5a, and the tie-breaker judge's score will be averaged with the Judging Panel Score for a final score.

8. PRIZE:

- a. The top eight (8) Entrants with the highest Judging Panel Scores ("Winners") will receive a prize of US \$1,000 each, in addition, **OPTAVIA** will send a professional video team to capture the story of each Winner, which will be aired during Convention 2022 ("Prize").
 - i. Only one (1) Prize will be given per Coach account, regardless of if there is a co-applicant on a winning Coach account and/or if the Entry is submitted on behalf of a couple or spouses, etc.
- b. The US \$1,000 will be distributed to the Winner via a commission payment after the close of the Contest Entry Period.

9. ADDITIONAL ENTRY CONDITIONS:

- a. Instructions on how to enter the Ignite and the Prize(s) form part of these Terms & Conditions.
- b. The Sponsor is not responsible for inaccurate and/or incomplete contact information submitted by the Entrant. It is the Entrant's sole and complete responsibility to provide accurate and complete contact information when submitting his/her Entry, otherwise, the Sponsor may be unable to contact the Entrant and the Entry may subsequently be deemed invalid.
- c. Entrants are required to submit photos when submitting their Entries. Video submissions are optional and not required.
- d. Only one Entry per Entrant is permitted; multiple entries will not be considered and, if multiple entries are submitted, the Entrant may be disqualified from the Ignite.
- e. All Entries become the property of the Sponsor and may be used by the Sponsor and/or any of its parent, subsidiary or affiliate companies for promotional and advertising purposes. The Sponsor shall be entitled to edit and/or modify all Entries submitted at its sole and absolute discretion.
- f. Entries must not be offensive, defamatory or racist. Any Entry which the Company deems inappropriate will be invalid and automatically disqualified at the Company's sole discretion.
- g. The Sponsor has no obligation to advise an Entrant of an incomplete or invalid Entry. Incomplete or indecipherable Entries will be deemed invalid. The Sponsor is not responsible for lost, late, invalid, unintelligible, incomplete, garbled, or misdirected Entries, which will be disqualified. No mailed, telephoned, faxed, or mechanically reproduced Entries will be accepted. Proof of submission of an Entry will not be deemed proof of receipt.
- h. Entrants assume all risks of loss, damage, destruction, delay or misdirection of Entries/materials/mail/email submitted to the Sponsor.
- i. By participating in this Ignite, the Entrants agree that the Company will process their data pursuant to the Company's applicable Privacy Policy.

- j. The Prize must be taken as offered and may not be assigned or transferred. If the Winner does not wish to accept the Prize as is, the Prize will then be given to the other Winner with the next highest Judging Panel Score.
- k. Incidental expenses and all other costs and expenses which are not specifically listed as part of the Prize in these Terms & Conditions, and which may be associated with the Prize acceptance, receipt and use of all or any portion of the awarded Prize is solely the responsibility of the Winner.
- l. ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER AND WILL BE BASED ON THE ACTUAL RETAIL VALUE OF THE PRIZE.
- m. Except for the Prize value, the Winner will not receive any additional compensation or acknowledgment for entry in the Ignite.
- n. If the Winner is unable to use the Prize, for any reason, the Winner forfeits the Prize and no substitute Prize will be given. The Sponsor, at its sole discretion, will determine if the Prize may be awarded to another Winner, which will be based on the Entry Selection criteria under these Terms & Conditions.
- o. Entrants agree to indemnify, release, and hold harmless the Sponsor, **OPTAVIA**, and its respective parents, affiliates and subsidiary companies, 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) arising in tort (including negligence, whether active, passive or imputed) caused in whole or in part as a result of the Conte, including, but not limited to, the Entrant's acceptance of any Prize in association with this Ignite.
- p. The Sponsor reserves the right to cancel, suspend, and/or modify the Ignite and/or extend or delay the Ignite Entry Period or any part thereof: (1) for any reason, (2) due to force majeure (e.g. pandemic, 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 Ignite in any manner, or for any reason related to the administration of the Ignite, as determined by the Sponsor at its sole discretion. In the event the Ignite is not capable of running as planned, including due to infection by a 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 Ignite, the Sponsor may, at its sole and absolute discretion and without any fault or liability, void any suspect Entries and (a) cancel the Ignite; (b) modify the Ignite or suspend the Ignite to address the impairment and then resume the Ignite in a manner that best conforms to the spirit of these Terms & Conditions; and/or (c) award the Prize from among the eligible, non-suspect Entries received up to the time of the impairment in accordance with the criteria in these Terms & Conditions.
- q. At its sole discretion, the Sponsor may disqualify any Entrant whom it considers having intentionally violated these Terms & Conditions or any element of this Ignite. By participating, Entrants agree to be bound by the Terms & Conditions and the decisions of Sponsor and to waive any right to claim ambiguity in these Terms & Conditions. The Ignite 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 Ignite or by technical or human error which may occur and/or which may damage a user's system, hardware or software or limit an Entrant's ability to participate in the Ignite.
- r. If an Entrant is subject to disciplinary action during the Entry Period, or at any time prior thereto, his/her Entry is subject to a review by **OPTAVIA** and is subject to disqualification from this Ignite. Entrants must be in good standing, i.e., not on probation or with any outstanding compliance violations or open compliance cases at the close of the Entry Period to receive the Prize.
- s. Except where prohibited by law, the Contest Winner agrees to grant **OPTAVIA**, its parents, affiliates, and subsidiary companies, 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.
- t. USE OF ANY OF THE IGNITE WEBSITES IS SUBJECT TO THE TERMS & CONDITIONS POSTED ON THE WEBSITES.
- u. **OPTAVIA** RECOMMENDS THAT YOU CONSULT YOUR HEALTHCARE PROVIDER PRIOR TO STARTING ANY WEIGHT LOSS PROGRAM, AND DURING THE COURSE OF YOUR WEIGHT LOSS PROGRAM.

- 10. ARBITRATION:** Except where prohibited by law, as a further condition of participating in this Ignite, Entrants agree that (a) any and all disputes and causes of action arising out of or connected with this Ignite 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, and this Ignite, 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, Baltimore, MD. 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.
- 11. INDEMNIFICATION AND LIMITATION OF LIABILITY:** BY ENTERING THE IGNITE, EACH ENTRANT 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 ENTRANT'S PARTICIPATION IN THE IGNITE AND/OR THE ACCEPTANCE, USE OR MISUSE OF ANY PRIZE(S) THAT MAY BE WON, AND WHETHER OR NOT THE IGNITE ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE IGNITE ENTITIES AND THEIR RESPECTIVE PARENTS, AFFILIATES AND SUBSIDIARY COMPANIES DO NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF ANY PRIZE(S).
- 12. WEBSITE USE:** The Entrant understands and agrees that the download or installation of any content or program, and/or the use of any of the Sponsor's websites and all other elements of this Contest are at Entrant's own discretion and risk. The Contest 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 Contest. Entrants expressly acknowledge and agree that the use of the Sponsor's website and all other elements of this Contest are at Entrants' sole risk. All elements of this Contest are provided on an "as-is" and "as available" basis and you assume full responsibility and risk for use of the Sponsor's websites, the internet, and all other elements of this Contest. Entrants understand that the Contest Entities do not make any representations or warranties regarding the reliability, timeliness, availability, and/or performance of any elements of this Contest.
- 13. INTELLECTUAL PROPERTY:** The Contest 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.
- 14. SEVERABILITY:** If any term or other provision of these Official 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.
- 15. SPONSOR:** The Sponsor of this Ignite 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 and entry submissions with any parent, subsidiary or affiliate companies of **OPTAVIA**, LLC.