

# OPTAVIA® SUNDANCE LEADERSHIP RETREAT 2022: OFFICIAL TERMS AND CONDITIONS

THE **OPTAVIA** SUNDANCE LEADERSHIP RETREAT 2022 (“SUNDANCE” OR THE “RETREAT”) TAKES PLACE OCTOBER 13-16, 2022 AND IS SPONSORED BY **OPTAVIA**, LLC (“**OPTAVIA**,” THE “COMPANY” OR “SPONSOR”). THE COMPANY RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO LIMIT OR DENY ACCESS TO ANY ENTITY OR INDIVIDUAL TO THE RETREAT (“RETREAT ATTENDEE” OR “ATTENDEE”). IF ACCESS IS DENIED BY **OPTAVIA** FOR ANY REASON, **OPTAVIA** MAY REFUND ANY UNUSED AMOUNT OF THE REGISTRATION, HOWEVER, ANY REFUND AMOUNT IS AT THE COMPANY’S SOLE AND ABSOLUTE DISCRETION.

1. **BINDING AGREEMENT:** By participating in Sundance, the participant (the “**OPTAVIA** Coach,” “Coach,” or “Attendee”) fully and unconditionally agrees to accept these Official Terms and Conditions (“Terms and Conditions”) and the decisions of the Sponsor, which are final and binding in all matters related to the Retreat. To be eligible for Sundance, a Coach must fulfill all requirements set forth herein.
2. **QUALIFICATION PERIOD:** The Qualification Period (“Qualification Period”) for Sundance begins at 12:00 a.m. PT March 1, 2022 and ends 11:59 p.m. PT July 31, 2022.
3. **RETREAT QUALIFICATIONS:** Sundance is a qualifying leadership event, therefore Sundance is open **ONLY** to Coaches who have met certain qualifications during the Qualification Period, as follows:
  - a. Perform as Global Director (or above) with at least six (6) individual Executive Director Teams and at least two (2) Fully Integrated Business Coach (“FIBC”) Teams for three (3) out of five (5) months, March 2022 - July 2022 (July 2022 qualification is required).
4. **REGISTRATION RATES:** To be announced in August 2022.
5. **REGISTRATION PRICE 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.
6. **PAYMENT:**
  - a. Payment for registration for the Retreat must be made by credit card (all major credit cards accepted). Registration must be paid in full at the time of purchase.
7. **CANCELLATION/MODIFICATION POLICY:** To be announced in August 2022.
8. **TRANSFERS POLICY:**
  - a. Transfers of registrations for the Retreat will not be permitted; no exceptions will be considered.
9. **OPTIONAL DONATIONS:** To be announced in August 2022.
10. **ADDITIONAL RETREAT TERMS:**
  - a. **OPTAVIA** reserves the right to amend the Retreat Terms and Conditions and the Retreat details, at any time and at its sole discretion.
  - b. **OPTAVIA** reserves the right to interpret these Terms and Conditions at its sole discretion.
  - c. **OPTAVIA** reserves the right to audit and verify that all Retreat 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 Retreat 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. In order to attend the Retreat, 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 Retreat takes place.
  - e. Additional terms and conditions apply for hotel/lodging reservations for the Retreat and will be announced on or about August 2022.

- f. In order to respect and preserve the professional nature of the Retreat, General Sessions and Workshops, no children will be permitted, only nursing or lap infants are allowed in these events.
- g. As a prerequisite for attending the Retreat, 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 Retreat, 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.
- h. By attending the Retreat, the Attendee agrees to abide by all generally applicable rules and regulations governing the Retreat that have been provided or otherwise made known to the Retreat 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 Retreat venue. Failure to comply with the venue's guidelines may result in ejection from the Retreat without a refund.
- i. Attendees should not attend the Retreat should they feel sick and/or have symptoms of COVID-19. The Company reserves the right to eject Attendees from the Retreat who may be observed to have potential symptoms of COVID-19.
- j. **OPTAVIA** uses the personal data Retreat Attendee provides during registration for the purpose of administering your participation in this Retreat. To this end, **OPTAVIA**, and/or any of its subsidiaries, affiliates and/or parent companies, may disclose Retreat Attendee's personal data to third party service providers (e.g., any providers engaged by **OPTAVIA** to assist in conducting and administering the Retreat). **OPTAVIA**, and/or any of its subsidiaries, affiliates or parent companies, may also disclose Retreat Attendee's personal data to other Retreat 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.
- k. **OPTAVIA** prohibits the recording of any Retreat sessions by Retreat Attendee. Retreat sessions are recorded by **OPTAVIA** for training, archival and marketing purposes. By participating in the Retreat, Retreat Attendee understands that all or portions of the Retreat may be recorded in video and audio and/or captured in still and/or digital photographs by the Sponsor. Retreat 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 Retreat 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 Retreat Attendee. Retreat Attendee understands and agrees that all recordings from the Retreat are the exclusive rights of the Sponsor and Retreat Attendee is not owed any compensation for the use of recordings or photographs in which Retreat Attendee appears or speaks. The Sponsor owns all rights of any audio, video, and/or photograph captured during the Retreat. While recording at the Retreat by Retreat Attendees is prohibited, other Retreat attendees may capture your image, in photo, video or streaming formats, which **OPTAVIA** cannot control and for which **OPTAVIA** disclaims all liability.
- l. At the Retreat, Retreat 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. Retreat 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.
- m. Submission of a Registration for the Retreat online, by phone or by email, constitutes an official Registration and intent to attend the Retreat.
- n. **OPTAVIA** is not responsible for and will not issue refunds to Retreat Attendees for any events or issues that may delay or prohibit Retreat Attendees from attending the Retreat.
- o. Retreat Attendees' registration for, and participation in this Retreat constitutes their acknowledgement and agreement to these Terms and Conditions.

- 11. RETREAT CANCELLATION, SUSPENSION OR MODIFICATION:** Sponsor reserves the right to cancel, suspend, and/or modify the Retreat, 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, act of God, etc.), or (3) if any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Retreat in any manner, or for any reason, as determined by Sponsor in its sole discretion.
- 12. ARBITRATION:** Except where prohibited by law, as a further condition of participating in this Retreat, registered Retreat Attendee agrees that (a) any and all disputes and causes of action arising out of or connected with this Retreat, 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 Retreat Attendees further waive all rights to have damages multiplied or increased.
- 13. INDEMNIFICATION AND LIMITATION OF LIABILITY:** BY REGISTERING FOR AND ATTENDING THE RETREAT, EACH RETREAT 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 RETREAT ATTENDEE'S PARTICIPATION IN THE RETREAT, AND WHETHER OR NOT **OPTAVIA** AND ITS RESPECTIVE PARENT, AFFILIATE AND SUBSIDIARY COMPANIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 14. INTELLECTUAL PROPERTY:** These Terms and 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.
- 15. SEVERABILITY:** If any term or other provision of these Terms and 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.
- 16. SPONSOR:** The sponsor of the Retreat is **OPTAVIA**, LLC 100 International Drive, 18th Floor, Baltimore, MD 21202.