

OPTAVIA® CONVENTION 2022: ONLINE REGISTRATION TERMS & CONDITIONS

(UPDATED ON JUNE 6, 2022)

THE **OPTAVIA** CONVENTION 2022 (THE “EVENT” OR “CONVENTION”) WILL TAKE PLACE FROM JULY 21, 2022 TO JULY 24, 2022 AND IS ORGANIZED AND SPONSORED BY **OPTAVIA**, LLC (“**OPTAVIA**” OR THE “COMPANY” OR “SPONSOR”). **OPTAVIA** IS OFFERING THE OPPORTUNITY TO ATTEND THE EVENT EITHER IN-PERSON OR VIA LIVESTREAM. **OPTAVIA** RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO LIMIT OR DENY ACCESS TO ANY ENTITY OR INDIVIDUAL (“EVENT ATTENDEES”).

1. ELIGIBILITY: Event Attendees must be 18 years old or older to register for the Event.

2. IN-PERSON REGISTRATION RATES:

Registration Type	When Rate is Available	Registration Rate* (per person)	What’s Included
“Early Bird” Registration	February 8 - February 28, 2022 at 11:59 PM PT	US \$149.00	<p>Access to all Convention sessions, July 21 - July 24, 2022</p> <p>Access to OPTAVIA Spotlight & Store</p> <p>Access to the “Celebration of Success”</p>
Standard Registration	March 1 - June 30, 2022 at 11:59 PM PT	US \$199.00	<p>Access to OPTAVIA Convention mobile app and OPTAVIA Events Portal</p> <p>Complimentary OPTAVIA Convention “swag bag”</p>

*Registration Rate does not include meals. Meals will be the Event Attendees’ responsibility. In-Person registration rates are calculated per person, not per **OPTAVIA** Coach Business account.

3. IN-PERSON CANCELLATION POLICY & FEES:

Date of Cancellation	Cancellation Policy & Fees (if applicable)
On or before May 31, 2022 at 11:59 PM PT	A full refund will be issued.
June 1 - June 30, 2022 at 11:59 PM PT	A partial refund will be issued, less a 15% cancellation fee.
On or after July 1, 2022 at 11:59 PM PT	Cancellations will no longer be accepted and no refunds will be given.

a. Additional In-Person Registration Policies:

- i. Registration transfers between individuals are not permitted.
- ii. The last day to purchase an In-Person Registration is June 30, 2022. After this date, only Newly Activated **OPTAVIA** Coaches, i.e., Coaches who have purchased a Business Kit from **OPTAVIA** on or after June 1, 2022, will be permitted to register for in-person registration through July 15, 2022 (if the event has not already sold out).

4. LIVESTREAM REGISTRATION RATES:

Registration Type	When Rate is Available	Registration Rate* (OPTAVIA Coach account)	What's Included
Livestream Registration	February 8 - July 15, 2022 at 11:59 PM PT	US \$99.00 Apply Code: "newcoach22" gives a \$50.00 savings making registration only \$49.00*	Livestream access to all Convention sessions, July 21 - July 24, 2022 Livestream access to the "Celebration of Success" Access to OPTAVIA Convention mobile app and OPTAVIA Events Portal

*Only for newly activated Coaches as of May 1, 2022 through July 15, 2022. If a newly activated Coach is already registered for Livestream as of May 1, 2022 or after, we will refund \$50.00 to their card used for their registration payment.

5. LIVESTREAM REGISTRATION CANCELLATION POLICY & FEES:

Date of Cancellation	Cancellation Policy & Fees (if applicable)
On or before July 15, 2022 at 11:59 PM PT	A full refund will be issued.
On or after July 16, 2022 at 11:59 PM PT	Cancellations will no longer be accepted and no refunds will be given.

a. Additional Livestream Registration Policies:

- i. Registration transfers between individuals are not permitted.
- ii. The last day to purchase a Livestream Registration is July 15, 2022.

6. PAYMENT: Payment for registration for the Event must be made by credit card (all major credit cards accepted). Registration must be paid in full at the time of purchase.

7. REGISTRATION PRICE CHANGES: Event Registration prices are subject to change at **OPTAVIA**'s sole discretion. Registration prices may increase as the date of the Event gets closer. These price increases may be communicated via **OPTAVIA** Buzz or any other method that **OPTAVIA** deems appropriate.

8. OPTIONAL ITEMS: Event Attendees have the option to add the following items to their Convention Registration:

Item	Cost
OPTAVIA Kids Care* (In-Person Registration only) Available for children ages 3-12	\$60.00/per child per day (Thursday rate) \$115.00/per child per day (Friday & Saturday rate)

***OPTAVIA Kids Care** is 100% refundable if the Event Attendee cancels on or before May 31, 2022; a partial refund for Kids Care (i.e., a refund of the amount paid, less a 15% cancellation fee) will be issued if the Event Attendee cancels June 1-June 30, 2022. No refund will be given if the Event Attendee cancels on or after July 1, 2022. The last day to register for **OPTAVIA Kids Care** is June 30, 2022.

9. CERTAIN ADDITIONAL EVENT CONDITIONS:

- a. By attending the Event, both Livestream and In-Person Event Attendees agree to abide by all applicable rules and regulations governing the Event and the Event venue.
- b. 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 or knives. Event Attendees who bring any weapons to the Event venue will be denied entry and forfeit their right to any refund for the Event.
- c. To attend the Event In-Person, all Event Attendees will be required to sign a Release/Waiver, agreeing to release and hold harmless **OPTAVIA**, LLC, its affiliates and parent companies, (including, but not limited to, Medifast, Inc.), from any liabilities, damages, losses or injuries, including, but not limited to, damages, losses or injuries related to risk of exposure to COVID-19. In-Person Event Attendees will also be required to comply with any published COVID-19 related safety measures and protocols that may be in place at the Event venue to ensure the safety of the Event for all Event Attendees. Event Attendees who fail to observe required safety measures and protocols may be ejected from the Event and will not be entitled to a refund. In-Person Event Attendees who are observed to potentially be sick and/or evidencing symptoms of COVID-19 may be asked to leave the Event and will not be entitled to a refund.
- d. **OPTAVIA** uses the personal data Event Attendees provide during registration for the purpose of administering your participation in this Event. To this end, **OPTAVIA**, LLC and/or any of its subsidiaries, affiliates or parent companies (including, but not limited to, Medifast, Inc.), may disclose Event Attendees personal data to third party service providers (e.g., any providers engaged by **OPTAVIA** to assist in conducting and administering the Event). **OPTAVIA**, and/or any of its subsidiaries, affiliates or parent companies, may also disclose Event Attendees personal data to other Event Attendees but will do so solely in compliance with applicable data protection laws and our Privacy Policy. Except as described herein, **OPTAVIA**, and/or its subsidiaries, affiliates and parent companies (including, but not limited to, Medifast, Inc.), will not disclose your personal data to any other third party without your consent except where required to do so by law.
- e. **OPTAVIA** prohibits the use of cameras and mobile recording devices at all Event General Sessions, Breakouts and speaker presentations, for both Livestream and In-Person Event Attendees. **OPTAVIA** uses professional photographers/videographers to capture images of the Event in compliance with data protection & privacy laws. **OPTAVIA**, LLC and/or any of its subsidiaries, affiliates or parent companies (including, but not limited to, Medifast, Inc.), may edit and use these images for administrative and promotional activities in the ordinary course of business. By attending the Event, Event Attendees acknowledge and agree that (i) your image may be used by **OPTAVIA**, and/or any of its subsidiaries, affiliates or parent companies (including, but not limited to, Medifast, Inc.), as set forth hereunder; and (ii) other Event attendees may capture your image, in photo, video or streaming formats, which **OPTAVIA** cannot control and for which **OPTAVIA** disclaims all liability. Event Attendees registration for, and participation in this **OPTAVIA** Event constitutes their acknowledgment and permission for **OPTAVIA**, LLC and/or any of its subsidiaries, affiliates or parent companies (including, but not limited to, Medifast, Inc.), to obtain photographs, videos, and other recorded media of their likeness. Event Attendees acknowledge and agree to allow any such recorded media to be used by **OPTAVIA**, and/or any of its subsidiaries, affiliates or parent companies, for any lawful purpose, and without compensation.
- f. No strollers are allowed in the General Sessions, Breakouts or any other events.
- g. To respect and preserve the professional nature of the General Sessions and Breakouts, no children will be permitted, only nursing infants are allowed in these events.
- h. At the Event, Event Attendees may receive access to **OPTAVIA**, LLC and/or any of its subsidiaries', affiliates' or parent companies', licensed content ("Presentation Materials"). **OPTAVIA** is not liable for the information in the Presentation Materials. Event Attendees may use them solely for their own internal, non-commercial purposes. Unauthorized distribution (via sales, copying and posting on intranet/ internet) is expressly forbidden. Excerpting or quoting is permitted with prior written approval from **OPTAVIA**'s Compliance Department.
- i. Submission of a Registration online, by phone or by email, constitutes an official Registration and intent to attend the Event.

- j. **OPTAVIA** is not responsible for and will not issue refunds to Event Attendees for any events or issues that may delay or prohibit Event Attendees from attending the Event, including, but not limited to, flight or other travel-related delays and/or travel restrictions, state or federal regulations preventing travel, etc.
 - k. **OPTAVIA** is not responsible for any items that may be lost and/or stolen during or at the Event. By registering for the Event, 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 at or during the Event.
 - l. Event Attendees' registration for, and participation in this **OPTAVIA** Event constitutes their acknowledgement and agreement to these Terms & Conditions.
 - m. Additional Terms & Conditions will apply for hotel/lodging reservations for the Event, including, but not limited to, certain cancellation policies, for which Event Attendees will be subject to 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.
 - n. While the Event Attendee is permitted to bring infants and/or minor children to Convention for **OPTAVIA** Kids Care, by participating in the Event, the Event Attendee hereby acknowledges and understands the potential issues and hereby assumes the risks (including but not limited to the risk of serious bodily injury or harm) involved because of any infant and/or minor child attending Convention. As a result, Event Attendees agree to waive, release, and discharge **OPTAVIA**, LLC, and its affiliates, parent companies (including, but not limited to, Medifast, Inc.), subsidiaries, employees, agents, or third-party vendors (hereinafter "Released Entities") from any and all liability from any claims, demands, damages, injuries, death, disabilities, claims or causes of action of any nature which may hereafter accrue to the Event Attendee, his/her infant and/or minor child as a direct or indirect result of the infant's and/or minor child's attendance at the Event and hereby indemnifies and holds harmless the Released Entities from and against any and all claims or causes of action of any nature, including all costs, expenses, and fees arising out of or as a result of any of the Event Attendee's or the infant's and/or minor child's actions during their attendance at the Event, as well as all claims and/or rights or causes of action for damages which the infant and/or minor child has or may hereafter have, either before or after the infant/minor child reaches the age of majority. The Event Attendee is also fully responsible for providing all items necessary for their infant and/or minor children's comfort, safety and wellbeing during the Event, including but not limited to childcare, food, sleeping accommodations, transporting devices, any needed medical care, and general supplies.
 - o. The Event Attendee may participate in purely voluntary exercise instruction classes or events offered at Convention, which are in no way mandated by attendance at the Event, and the Event Attendee hereby recognizes that the classes/events may involve strenuous physical activity including, but not limited to, muscle strength and endurance training, cardiovascular conditioning and training, and other various fitness activities that may result in injury. These classes/events will be organized and may be taught by independent Coaches of **OPTAVIA**, LLC and not by any employees or affiliates of the hosting location, Medifast, Inc., or **OPTAVIA**, LLC. By participating in these classes or events, the Event Attendee hereby affirms that he or she is in good physical condition and does not suffer from any known disability or condition that would prevent or limit his or her participation in the exercise instruction classes/events. Event Attendees interested in exercise instruction classes/events should consult their personal physician before beginning any exercise program. The Event Attendee hereby releases the Released Entities (as defined in paragraph 9.n) from any claims, demands, damages, injuries, and causes of action resulting from his or her voluntary participation.
10. **FORCE MAJEURE**: **OPTAVIA**, and/or any of its affiliates or parent companies, (including, but not limited to, Medifast, Inc.), shall not be liable for any delay or cancellation of the Event or any parts of the Event to the extent that such delay or cancellation is caused by an event of force majeure which affects performance by hindering, delaying, making impossible or making considerably more difficult the fulfilment of commitments by **OPTAVIA** and/or any of its Affiliates. "Force majeure" shall mean an event, or a series of related events, that is outside the reasonable control of **OPTAVIA**, and/or any of its affiliates or parent companies, (including but not limited to power failures, industrial disputes affecting any third party, changes to the law, disasters, pandemic, explosions, fires, floods, riots, terrorist attacks, acts of God and wars).

11. **ARBITRATION:** Except where prohibited by law, as a further condition of participating in this Event, registered Event Attendees agree that (a) any and all disputes and causes of action arising out of or connected with this Event, 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 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 Event Attendees further waive all rights to have damages multiplied or increased.
12. **INDEMNIFICATION AND LIMITATION OF LIABILITY:** BY REGISTERING FOR AND ATTENDING THE EVENT, EACH EVENT 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 EVENT ATTENDEE'S PARTICIPATION IN THE EVENT, AND WHETHER OR NOT **OPTAVIA** AND ITS RESPECTIVE PARENT, AFFILIATE AND SUBSIDIARY COMPANIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
13. **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 prohibited.
14. **SEVERABILITY:** If any terms or provisions of these 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 this Agreement shall nevertheless remain in full force and effect.
15. **SPONSOR:** The sponsor of the Event is **OPTAVIA**, LLC (the "Sponsor"), a Delaware Corporation whose principal business address is 100 International Drive, 18th Floor, Baltimore, MD 21202.