



**OPTAVIA®**

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**OPTAVIA® 2024 TRANSFORMATION STORY CAMPAIGN:  
OFFICIAL TERMS & CONDITIONS**

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NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CAMPAIGN. 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** 2024 Transformation Story Campaign (the "Campaign"), the eligible participants (the "Participants") fully and unconditionally agree 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 Campaign. To be eligible for this Campaign, the Participant must fulfill all requirements set forth herein.
2. **ELIGIBILITY:** The Campaign is open to U.S. residents who are at least 18 years of age or older and are also **OPTAVIA** Clients and independent **OPTAVIA** Coaches during the Campaign Entry Period (the "Entry Period"). 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 Campaign 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 Campaign.
3. **ENTRY PERIOD:** The Campaign Entry Period starts at 12:00 a.m. ET on August 6, 2024 and ends at 11:59 p.m. ET on December 31, 2024.
4. **REQUIREMENTS OF ENTRY:** To enter the Campaign, Participants must:
  - a. Experience with **OPTAVIA** Weight Loss Plans or Programs: The Participants must have personal experience with weight loss plans or programs, such as the Medically Supported Weight Loss ("MSWL") Program or other **OPTAVIA** Plans & Programs; and
  - b. Submit an online submission form at [\(LINK HERE\)](#). As part of this online submission form, the Participant will be required to answer a series of questions and provide photos and/or videos detailing their personal story of how **OPTAVIA** transformed their life and helped them impact others by advancing our mission and partnering with other Coaches, teams, and Clients to expand the **OPTAVIA** Community.
  - c. All information, including photos, stories, videos, etc., submitted by a Participant will collectively be referred to as an "Entry."
  - d. An Entry may only be submitted by the Participant, i.e., an Entry may not be submitted on behalf of other individuals.
  - e. As part of the Entry, a Participant will be required to provide the following contact information:
    - i. First and last name;
    - ii. Coach ID number if the Participant is a Coach;
    - iii. E-mail address;
    - iv. City, state, and zip code; and
    - v. Phone number.

5. **REVIEWING CRITERIA:** All valid Entries received during the Entry Period will be reviewed on the criteria outlined below by an internal panel selected by the Sponsor (the "Reviewing Panel"). The Entries will be reviewed on the following criteria (the "Reviewing Criteria"):
- a. **Impactful Personal Story:** The coach should have a compelling personal story that exemplifies **OPTAVIA's** mission of making a healthy lifestyle second nature.
    - i. **Credibility/Authenticity:** Ensure the testimonial sounds sincere and genuine, avoiding any overly polished or scripted language.
    - ii. **Specificity:** Include specific details about **OPTAVIA** products or plans to make the testimonial more convincing, rather than using vague or general praise.
    - iii. **Clarity:** The testimonial should be clearly written or spoken, using language that is easy to understand.
      1. **Demonstrated Commitment to Healthy Lifestyle Changes:** Provide evidence of how the Participant has successfully integrated healthy habits and lifestyle changes into their weight loss journey to achieve long-term goals.
      2. **Effective Use of Creativity and Storytelling:** Highlight the Participant's ability to creatively and effectively share real, relatable stories that inspire others to consider **OPTAVIA** as a solution for their health and wellness.
6. **SELECTION:**
- a. All eligible Entries received during the Entry Period will be considered.
  - b. The Reviewing Panel will review submissions at least bi-weekly and select the winning submissions based on the Reviewing Criteria in section 5 for further advertisement use including but not limited to publishing the stories on the **OPTAVIA** website, social media, and People Magazine.
  - c. Selections will be based on the Reviewing Criteria listed above by the Reviewing Panel.
  - d. The selection notification will be sent via telephone and/or email immediately after the selection. Each Participant is responsible for monitoring his/her calls for notifications or other communications related to this Campaign.
7. **ADDITIONAL ENTRY CONDITIONS:**
- a. The Sponsor is not responsible for inaccurate and/or incomplete contact information submitted by the Participant. It is the Participant'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 Participant and the Entry may subsequently be deemed invalid.
  - b. Participants are required to submit photos and videos when submitting their Entry.
  - c. Only one Entry per Participant is permitted; multiple entries will not be considered and, if multiple entries are submitted, the Participant may be disqualified from the Campaign.
  - d. 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.
  - e. 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.
  - f. The Sponsor has no obligation to advise a Participant 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.
  - g. Participants assume all risks of loss, damage, destruction, delay, or misdirection of Entries/materials/mail/email submitted to the Sponsor.
  - h. By participating in this Campaign, Participants agree that the Company will process Participants' data pursuant to the Company's applicable Privacy Policy.

- i. The Sponsor reserves the right to cancel, suspend, and/or modify the Campaign and/or extend or delay the 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 Campaign in any manner, or for any reason related to the administration of the Campaign, as determined by Sponsor in its sole discretion. If the Campaign 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 Campaign, the Sponsor may, in its sole and absolute discretion and without any fault or liability, void any suspect entries and (a) cancel the Campaign; (b) modify the Campaign or suspend the Campaign to address the impairment and then resume the Campaign in a manner that best conforms to the spirit of these Terms & Conditions.
  - j. At its sole discretion, the Sponsor may disqualify any Participant whom it considers having intentionally violated these Terms & Conditions or any element of this Campaign. By participating, Participants agree to be bound by the Official Terms & Conditions and the decisions of the Sponsor and to waive any right to claim ambiguity in these Terms & Conditions. The Campaign 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 Campaign or by technical or human error which may occur and/or which may damage a user's system, hardware or software or limit a Participant's ability to participate in the Campaign.
  - k. Participants must be in good standing, i.e., not on probation or with any outstanding compliance violations. If a Participant has outstanding compliance violations or is subject to probation or other 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 Campaign. If a Participant is selected and has open compliance violations or is subject to disciplinary action prior, during, or after the close of the Entry Period, the Company reserves the right to disqualify the Participant.
  - l. Except where prohibited by law, the Campaign Participant 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.
  - m. THE USE OF ANY OF THE CAMPAIGN WEBSITES IS SUBJECT TO THE TERMS AND CONDITIONS POSTED ON THE WEBSITE.
  - n. **OPTAVIA** RECOMENDS THAT PARTICIPANT CONSULT PARTICIPANTR HEALTHCARE PROVIDER PRIOR TO STARTING ANY WEIGHT LOSS PROGRAM, AND DURING THE COURSE OF PARTICIPANTR WEIGHT LOSS PROGRAM.
8. **ARBITRATION:** Except where prohibited by law, as a further condition of participating in this Campaign, Participants agree that (a) any and all disputes and causes of action arising out of or connected with this Campaign 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, and this Campaign, 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 Participants further waive all rights to have damages multiplied or increased.

9. **WEBSITE USE:** Participant 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 Campaign are at the Participant's discretion and risk. The Campaign Entities and their parents, subsidiaries, affiliates (including but not limited to Medifast, Inc.), advertising and promotional agencies, and 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 Campaign. Participants expressly acknowledge and agree that the use of the Sponsor's website and all other elements of this Campaign are at the Participants' sole risk. All elements of this Campaign are provided on an "as-is" and "as-available" basis and Participant assume full responsibility and risk for the use of the Sponsor's websites, the internet, and all other elements of this Campaign. Participants understand that the Campaign Entities do not make any representations or warranties regarding the reliability, timeliness, availability, and/or performance of any elements of this Campaign.
10. **INTELLECTUAL PROPERTY:** The Campaign 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.
11. **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.
12. **SPONSOR:** The Sponsor of this Campaign is **OPTAVIA LLC** (the "Sponsor"), a Delaware limited liability company 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**.