

OPTAVIA® 2018 “December Dash - The Gift of Optimal Health” - Official Terms & Conditions

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED OR RESTRICTED BY APPLICABLE FEDERAL, STATE, OR LOCAL LAWS AND REGULATIONS. OPEN ONLY TO LEGAL 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 AND OLDER. INTERNET ACCESS AND EMAIL ACCESS IS REQUIRED.

- BINDING AGREEMENT:** By participating in the “December Dash - The Gift of Optimal Health” Promotion (the “Promotion”), participant independent **OPTAVIA** Coach (the “Coach” or “Participant”) fully and unconditionally agrees to accept these Official Promotion Terms and Conditions (“Terms and Conditions”) and the decisions of the Sponsor, **OPTAVIA**, LLC, (“**OPTAVIA**” or “Company”) which are final and binding in all matters related to the Promotion. To be eligible for any of the Incentives outlined herein, the Coach must fulfill all requirements set forth in these Terms and Conditions.
- GENERAL ELIGIBILITY:** This Promotion is open to legal U.S. residents who are, during the Giveaway Entry Period (“Giveaway Entry Period”), at least 18 years of age or older and are also an “**OPTAVIA** Coach” (defined as an individual who has purchased an **OPTAVIA** Coach Business Kit or Health Professional Business Kit (“Business Kit”) with either **OPTAVIA** or Take Shape For Life, in good standing and without disciplinary action (i.e., in compliance with the **OPTAVIA** Policies, **OPTAVIA** Procedures, Independent **OPTAVIA** Coach Agreement and 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 Promotion Entities”) and their immediate family members (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 Promotion.
- QUALIFICATION PERIOD:** The Qualification Period for the Promotion begins at 12:00 a.m., PT December 7, 2018 and ends 11:59 p.m. PT December 23, 2018.
- PROMOTION QUALIFICATIONS:** In order to potentially qualify for the Incentives outlined in this Promotion, the Coach must engage in certain client acquisition activities, as outlined below:

a. **Activities and Incentives:**

Activity - The Coach Personally Acquires a "New or Reactivated Client" with a corresponding minimum order	Rewards‡
3 New or Reactivated Clients each with 350+ PV order	\$0 Reward, however, the Coach will be entered into a drawing for a chance to win a \$1,000.00 prize (the "Giveaway")§
5 New or Reactivated Clients each with 350+ PV order	\$250.00
10 New or Reactivated Clients each with 350+ PV order	An additional \$250.00
15 New or Reactivated Clients each with 350+ PV order	An additional \$500.00
20 New or Reactivated Clients each with 350+ PV order	An additional \$750.00
25+ New or Reactivated Clients each with 350+ PV order†	An additional \$1,000.00

*A "New or Reactivated Client" includes:

- An individual who has never previously placed an order with **OPTAVIA**;
- An individual who has not placed an order with **OPTAVIA** since September 7, 2018;
- A new Coach (who purchased their Coach Kit AND an order of 350+ PV between December 7, 2018- December 23, 2018; and
- A Coach who has not placed an order with **OPTAVIA** since September 7, 2018.

†The 350 PV requirement must be met by the New or Reactivated Client placing an "**OPTAVIA Premier**" order, "On Demand" orders do not meet the 350 PV requirement for this Promotion. The 350 PV requirement can be met with one or multiple orders, so long as the orders are placed via **OPTAVIA Premier** and are processed during the Qualification Period, i.e., the order(s) must be placed and processed between December 7, 2018- December 23, 2018.

‡The Rewards build, meaning if a Participant personally acquires 5 New or Reactivated Clients, each with a 350 PV order, the Participant will receive \$250 in Rewards; if the Participant then personally acquires another 5 New or Reactivated Clients, each with a 350 PV order, or a total of 10 New or Reactivated Clients, each with a 350 PV order, during the Qualification Period, the Participant will receive an additional \$250.00 Reward, for a total of \$500.00 in Rewards. **Please note, the Rewards will be paid via a commission adjustment and not as a cash payment directly to the Participant.**

§Every Coach who acquires three (3) New or Reactivated Clients will automatically be entered for a chance to win a \$1,000.00 cash prize Giveaway; only one entry will be entered per Coach Account. **For an Alternative Method of Entry for the \$1,000.00 cash prize Giveaway, see Section 5 of these Terms and Conditions. Please note, the cash prize for the Giveaway will be paid via a commission adjustment and not as a cash payment directly to the Participant.**

¶The Rewards max out at 25+ New or Reactivated Clients acquired by the Participant Coach. In other words, if a Coach acquires 25 or more New or Reactivated Clients by the close of the Qualification Period, the maximum Rewards that a Coach will receive is \$2,750.00.

5. **Alternative Method of Entry for the Giveaway. Coaches may also enter the Giveaway for a chance to win the \$1,000 cash prize by submitting an entry form online at <http://bit.ly/OPTAVIA-DecemberDash> (“write-in entry”); the write-in entry form must include the Coach’s full name, Coach Identification Number, Email and Phone Number to be considered valid. All write-in entries must be received by 11:59 p.m. PT on December 23 2018. There is a limit of one (1) write-in entry per Coach Account for the Giveaway. Coaches who acquire three (3) New or Reactivated Clients during the Qualification Period will automatically be entered in the Giveaway and should not submit a write-in entry; multiple entries submitted by Coaches will be deemed void and disregarded by the Company. No mechanical reproductions will be accepted. There is no entry fee to participate in the Giveaway. Sponsor has no obligation to advise a Coach of an incomplete or otherwise non-compliant entry. Incomplete or indecipherable entries will be deemed invalid. Sponsor is not responsible for lost, late, invalid, unintelligible, incomplete, garbled, or misdirected entries, which will be disqualified. No telephoned, faxed, or mechanically reproduced entries will be accepted. Proof of submission of an entry will not be deemed proof of receipt. Receipt of entries will not be acknowledged, nor will proof of submission of an entry form be deemed proof of receipt. Sponsor may collect personal data about Coaches who enter the Giveaway (including, without limitation, name, phone number, and e-mail); personal data will be collected pursuant to the Company’s Privacy Policy. Acceptance of any prize shall constitute and signify the Giveaway winner’s agreement and consent that Sponsor may use the Giveaway winner’s name, city, state, likeness, photo, video, personal story and/or prize information in connection with the Giveaway, for the Sponsor’s marketing and promotional purposes, worldwide, including but not limited to use on the Internet, without limitation and without further payment or**

consideration, except where prohibited by law. Participation in the Giveaway further constitutes the Coach's full and unconditional agreement to and acceptance of these Terms and Conditions and willingness to be contacted by mail, telephone, and/or email.

6. GIVEAWAY WINNER SELECTION:

- a. All eligible entries received during the Qualification Period will be considered for the Giveaway drawing.
- b. Giveaway winner will be selected by a random drawing on or about the week of December 31, 2018.
- c. Giveaway winner notification will be sent via e-mail and/or telephone. Each Coach who is entered in the Giveaway is responsible for monitoring his/her calls and e-mails for notification or other communications related to the Giveaway. If a potential winner cannot be reached by Sponsor within forty eight (48) hours using the contact information provided at the time of entry, or if notification is returned as undeliverable, that potential winner shall forfeit the prize.
- d. Odds of winning the Giveaway depend upon the number of entries received by the Sponsor.

7. **WINNERS LIST:** For a list including the name of the Giveaway winner, which shall be available without charge after January 7, 2019, please send a separate, self-addressed stamped envelope along with a request for a list of the Winner's name to: **OPTAVIA**, Attn: Legal Department, 100 International Drive, 18th Floor, Baltimore, MD 21202. Participants in the Giveaway agree that their names may be disclosed publicly should they win the prize.

8. ADDITIONAL PROMOTION TERMS:

- a. **OPTAVIA** reserves the right to amend the Terms and Conditions of this Promotion, as required and at its sole discretion.
- b. **OPTAVIA** reserves the right to interpret the qualifications of this Promotion at its sole discretion.
- c. **OPTAVIA** reserves the right to audit and verify that all Promotion 'Qualifications and requirements were met compliantly and by following the **OPTAVIA** Official Policies, the Procedures, Independent **OPTAVIA** Coach Agreement, and Integrated Compensation Plan, (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 a violation of the Agreement.
- d. **OPTAVIA** does not allow or condone manipulation or fraudulent activity associated with this

Promotion or the Integrated Compensation Plan and, as such, **OPTAVIA** reserves the right to conduct an investigation prior to making any determinations concerning qualification for the Promotion. The discovery by **OPTAVIA** of any manipulation or fraudulent activity will be grounds for disqualification from the Promotion and/or revocation of any Incentives and potential disciplinary action (up to and including termination of your **OPTAVIA** Coach Account) pursuant to the **OPTAVIA** Official Policies. Manipulation of this Promotion or the Integrated Compensation Plan includes, but is not limited to, using Wellness Credits 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 in order to be considered acceptable. Additionally, placing orders under other Coach's accounts and/or personally purchasing items under fictitious or actual accounts with the purpose of gaining Incentives or compensation is considered manipulation.

- e. 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 Promotion and earning any Incentives.
 - f. Any undefined terms used throughout these Terms and Conditions shall be understood and construed as set forth and used in **OPTAVIA**'s current Official Policies and/or Integrated Compensation Plan.
 - g. All Rewards earned through the Promotion will be paid on a weekly basis via a commission adjustment, with the first payment to be made the week of December 12, 2018.
9. **CERTAIN ADDITIONAL CONDITIONS:** Participants in this Promotion assume all risk of loss, damage, destruction, delay or misdirection of materials/emails submitted to **OPTAVIA**. **OPTAVIA**/Sponsor reserves the right to cancel, suspend, and/or modify the Promotion and/or extend or delay the Qualification Period or any part of thereof for any reason, due to force majeure (e.g. an act of war or terror), or if any other factors beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Promotion in any manner, or for any reason related to the administration of the Promotion, as determined by Sponsor in its sole discretion. In the event the Promotion is not capable of running as planned, including due to infection by computer virus or bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor, which corrupt or affect the operation, administration, security, fairness,

integrity or proper conduct of the Promotion, Sponsor may, in its sole and absolute discretion and without any fault or liability, void any suspect entries and (a) cancel the Promotion; (b) modify the Promotion or suspend the Promotion to address the impairment and then resume the Promotion in a manner that best conforms to the spirit of these Terms and Conditions; and/or (c) award the prize or any Incentives from among the eligible, non-suspect entries received up to the time of the impairment in accordance with the criteria in these Terms and Conditions. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be involved with tampering with the entry process or the operation of the Promotion, or to be acting in violation of these Terms and Conditions. Sponsor may disqualify any person whom it considers to have intentionally violated these Terms and Conditions or any element of this Promotion. By participating, the Coach agrees to be bound by the Terms and Conditions, and the decisions of Sponsor and to waive any right to claim ambiguity in these Terms and Conditions. Sponsor is 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 Promotion 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 Promotion. Except where prohibited by law, Coach 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.

10. **ARBITRATION:** Except where prohibited by law, as a further condition of participating in this Promotion, Coach agrees that (a) any and all disputes and causes of action arising out of or connected with this Promotion 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 Promotion, 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 Baltimore, Maryland. Except as prohibited by law, the

parties waive all rights and claims to punitive, incidental or consequential damages, including attorney's fees, and Coach further waives all rights to have damages multiplied or increased.

11. **INDEMNIFICATION AND LIMITATION OF LIABILITY:** BY PARTICIPATING IN THE PROMOTION, EACH COACH AGREES TO INDEMNIFY, RELEASE AND HOLD HARMLESS **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) 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 COACH'S PARTICIPATION IN THE PROMOTION AND/OR THE ACCEPTANCE, USE OR MISUSE OF ANY INCENTIVES THAT MAY BE AWARDED WITH RESPECT TO THE PROMOTION, AND WHETHER OR NOT THE PROMOTION ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PROMOTION 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 INCENTIVES.
12. **INTELLECTUAL PROPERTY:** The 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.
13. **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 these Terms and Conditions shall nevertheless remain in full force and effect.
14. **SPONSOR:** The sponsor of this Promotion is **OPTAVIA**, LLC, 100 International Drive, 18th Floor, Baltimore, MD 21202.