

OPTAVIA® 2024 “MY REVOLUTION STORY” INCENTIVE: OFFICIAL TERMS AND CONDITIONS

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS INCENTIVE. VOID WHERE PROHIBITED OR RESTRICTED BY APPLICABLE FEDERAL, STATE, OR LOCAL 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, U.S. 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 “My Revolution Story” Incentive (the “Incentive”), the Entrant fully and unconditionally agrees 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 Incentive. To be eligible for a prize, the Entrant must fulfill all requirements set forth herein.
2. **ELIGIBILITY:** The Incentive is open to U.S. residents who are at least 18 years of age or older and are either an **OPTAVIA** Client or an independent **OPTAVIA** Coach who has experienced success with **OPTAVIA**’s Medically Supported Weight Loss Program. 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 “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 Incentive.
3. **ENTRY PERIOD:** The Incentive Entry Period commences at 10:00 a.m. ET on January 8, 2024, and ends at 11:59 p.m. ET on March 31, 2024.
4. **HOW TO ENTER:**
 - a. During the Entry Period, **OPTAVIA** Clients and Coaches can enter the Incentive by sharing their Medically Supported Weight Loss story by completing the [Medically Supported Weight Loss Submission Form](#);
 - i. Please note that, in order to be eligible for the Prize, the entry must pertain to the Client’s/Coach’s Medically Supported Weight Loss (MSWL), entries not pertaining to MSWL will be disqualified.
 - b. All information, including stories, photos, videos, etc., submitted by an Entrant will collectively be referred to as an “Entry.”
 - c. Only one entry per Entrant may be submitted, multiple entries submitted or completed by anyone other than the Entrant are void.
5. **ADDITIONAL ENTRY CONDITIONS:**
 - a. Instructions on how to enter the Incentive 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 not required to submit photos and/or videos when submitting their Entry. Photos and/or video submissions are optional.
 - 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, 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.

- e. The Sponsor shall be entitled to use or not use, 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 Sponsor deems inappropriate will be invalid and automatically disqualified at the Sponsor'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. Receipt of entries will not be acknowledged, nor will proof of submission of an entry form be deemed proof of receipt.
- h. Entrants assume all risks of loss, damage, destruction, delay, or misdirection of Entries submitted to the Sponsor.
- i. By participating in this Incentive, Entrants agree that the Sponsor will process their data pursuant to the Sponsor's Privacy Policy.

6. PRIZE:

- a. One hundred (100) eligible Entrants (the "Prize Winners") will be awarded: one (1) Amazon Gift Card with the value of \$100.00 (the "Prize").
- b. The Prize will be sent to the Prize Winners via mail or email.
- c. The Sponsor accepts no responsibility or liability for Prize(s) which may be lost, damaged, and/or stolen via the method of delivery to the Prize Winners.
- d. The Prize Winners agree to indemnify, release, and hold harmless the Sponsor, **OPTAVIA**, LLC, 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 Incentive, including, but not limited to, the Entrant's acceptance of any Prize in association with this Incentive.
- e. The Prize must be taken as offered and may not be assigned or transferred. The Prize is valued in U.S. dollars. The Sponsor accepts no responsibility for any variation in the Prize value. Sponsor reserves the right, in its sole discretion, to substitute a Prize of equal or greater value.
- f. Incidental expenses and all other costs and expenses which are not specifically listed as part of the Prize in these official rules, and which may be associated with the Prize acceptance, receipt, and use of all, or any portion of the awarded Prize are solely the responsibility of the Prize Winners.
- g. ALL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE THE SOLE RESPONSIBILITY OF THE PRIZE WINNER AND WILL BE BASED ON THE ACTUAL RETAIL VALUE OF THE PRIZE.
- h. Except for the Prize value, the Prize Winners will not receive any additional compensation or acknowledgment for entry in the Incentive.
- i. If the Prize 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.

7. SELECTION:

- a. The first one hundred Entrants to submit an eligible Entry will receive a Prize.
- b. Winners' notifications will be sent via email they provided to the Sponsor. Each Entrant is responsible for monitoring his/her email account for notifications or other communications related to this Incentive. If a potential Prize Winner cannot be reached by the Sponsor within three (3) business days, or if notification is returned as undeliverable, that potential Prize Winner shall forfeit the Prize and, at the Sponsor's sole discretion, the Sponsor may elect to choose an alternative Winner.

8. CERTAIN ADDITIONAL CONDITIONS:

- a. The Sponsor reserves the right to cancel, suspend, and/or modify the Incentive and/or extend or delay the Incentive Entry Period or any part of thereof: (1) for any reason, (2) due to force majeure (e.g. an act of war, pandemic or terror), or (3) if any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Incentive in any manner, or for any reason related to the administration of the Incentive, as determined by the Sponsor in its sole discretion. In the event the Incentive 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 the Sponsor, which corrupt or affect the operation, administration, security, fairness, integrity or proper conduct of the Incentive, Sponsor may, in its sole and absolute discretion and without any fault or liability, void any suspect entries and (a) cancel the Incentive; (b) modify the Incentive or suspend the Incentive to address the impairment and then resume the Incentive 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 under the criteria in these Terms & Conditions.
 - b. The Sponsor reserves the right in its sole discretion to disqualify any Entrant it finds to be involved with tampering with the Entry process or the operation of the Incentive, or to be acting in violation of these Terms & Conditions.
 - c. Failure to abide by these Terms & Conditions may result in disqualification, at the Sponsor's sole discretion.
9. WINNERS LIST: For a list of Winners, which may be available without charge after 30 days of the selection date, please send a separate, self-addressed stamped envelope along with a request for a list of Winners of the "OPTAVIA Medically Support Weight Loss Testimonials Incentive" to: **OPTAVIA**, LLC Attn: Legal Department, 100 International Drive, 18th Floor Baltimore, MD 21202.
10. ARBITRATION: Except where prohibited by law, as a further condition of participating in this Incentive, Entrants agree that (a) any and all disputes and causes of action arising out of or connected with this Incentive 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 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. 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 INCENTIVE, 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 INCENTIVE AND/OR THE ACCEPTANCE, USE OR MISUSE OF ANY PRIZE(S) THAT MAY BE WON, AND WHETHER OR NOT THE INCENTIVE ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE INCENTIVE 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:** Entrants expressly acknowledge and agree that the download or installation of any content or program, and/or the use of the Sponsor's website and all other elements of this Incentive are at Entrant's own discretion and risk. The Incentive 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 Incentive. All elements of this Incentive are provided on an "as-is" and "as available" basis and you assume full responsibility and risk for use of the Sponsor's website, the internet, and all other elements of this Incentive. Entrants understand that the Incentive Entities do not make any representations or warranties regarding the reliability, timeliness, availability, and/or performance of any elements of this Incentive.
13. **INTELLECTUAL PROPERTY:** The Incentive 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 terms or other provisions of these Official Terms & Conditions are 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 terms and provisions of these Terms & Conditions shall nevertheless remain in full force and effect.
15. **SPONSOR:** The Sponsor of this Incentive 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.