



## Go Global 2018 Official Terms & Conditions

Go Global 2018 (the “Event” or “Go Global”) takes place at the Renaissance Orlando at SeaWorld and is sponsored by **OPTAVIA**, LLC (“**OPTAVIA**”), which reserves the right, in its sole discretion, to limit or deny access to any entity or individual to the Event. If access is denied to the Event by **OPTAVIA** for any reason, **OPTAVIA** will promptly refund the unused amount of the registration.

1. **BINDING AGREEMENT:** By participating in Go Global, the participant (the “**OPTAVIA** Coach,” “Coach” or “Participant”) 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 Event. To be eligible for Go Global, a Coach must fulfill all requirements set forth herein.
2. **QUALIFICATION PERIOD:** The Qualification Period (“Qualification Period”) for Go Global begins at 12:00 a.m. PT October 1, 2017 and ends 11:59 p.m. PT March 31, 2018.
3. **QUALIFICATIONS:** Go Global is a qualifying leadership event and qualifying Coaches will receive an invitation to register and attend Go Global based on meeting the following qualifications (and when the Coach meets these qualifications):
  - a. Go Global is open to any Coach who has achieved the rank of Executive Director or above for at least three (3) out of six (6) months between October 2017 – March 2018, (consecutive or non-consecutive).
4. **INVITATION SCHEDULE:** Those Coaches who meet the aforementioned qualifications will receive an invitation with registration instructions and information. Unfortunately, space at Go Global is limited and, as we grow, we are not able to accommodate all qualifying Coaches who wish to attend. Therefore, invitations for Go Global are on a “first come, first serve” basis. An invitation to Go Global does not guarantee a space will be available for the receiving Coach. If a Coach receives an

invitation, but does not register immediately, there may not be space for the Coach to attend. Therefore, qualifying Coaches who receive an invitation should register immediately in order to ensure they are able to attend. The following is the Invitation Schedule for Go Global:

<b>Qualify as Executive Director or Above <u>3 out of 6</u> <u>months</u>:</b>	<b>Receive your personal invitation to Go Global 2018 on or about:</b>
As of December 2017	January 8, 2018
As of January 2018	February 7, 2018
As of February 2018	March 7, 2018
As of March 2018	April 6, 2018

**5. REGISTRATION FEES:** Registration fees for Go Global are as follows:

- a. Individual Coach - \$430.00
- b. Coach & Co-Applicant - \$860.00
  - i. Registration fees include the following meals:
    - 1. Opening Ceremony;
    - 2. Kick-Off Party Reception;
    - 3. Friday & Saturday Lunch; and
    - 4. Celebration of Success Dinner.

**6. EVENT MEETINGS:** At Go Global, certain meetings will be held by the Company which are “invite only” based on certain qualifications and criteria outlined by the Company. These qualifications will be communicated by the Company at a date closer to the Event.

**7. PAYMENT:**

- a. 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.

**8. CANCELLATION/REFUND POLICY:**

- a. There will be no charge for refunds/cancellations made through February 15, 2018 at 11:59 PT.
- b. Beginning February 16, 2018, there will be a 50% cancellation fee for Individual Coach and Coach & Co-Applicant registrations.

- c. Beginning March 15, 2018, no refunds will be given for cancellations.
- d. "No Shows" will be deemed a cancellation per the cancellation cut-off date listed above and will not be given a refund. In addition, please be advised that no refunds will be issued due to missed, late and/or cancelled flights.

**9. SUBSTITUTIONS/TRANSFERS POLICY:**

- a. No substitutions or transfers will be allowed. No exceptions will be permitted.

**10. ADDITIONAL EVENT TERMS:**

- a. By attending Go Global, you agree to abide by all generally applicable rules and regulations governing the Event that have been provided or otherwise made known to you by **OPTAVIA**. Submission of a registration online, by phone or by email, constitutes an official registration and intent to attend the Event. Your registration for, and participation in this Event constitutes your acknowledgement and agreement to these Terms & Conditions
- b. Additional terms and conditions apply for hotel/lodging reservations for the Event.
- c. The Coach and/or Co-Applicant may be subject to further terms and conditions relating to the Event and his/her participation in certain functions at the Event. Such terms and conditions may require attendees and participants to agree to a liability release, and/or a further waiver regarding the Event, among other things.
- d. No strollers are allowed in the Event General Sessions, Workshops or any evening events.
- e. In order to respect and preserve the professional nature of the Event, General Sessions and Workshops, no children will be permitted, only nursing infants are allowed in these events. In order to attend the Event with a nursing infant, the Coach must also execute an Infant Waiver/Release of Liability agreeing to indemnify, release and hold harmless **OPTAVIA**, and its respective, parent, affiliate and subsidiary companies, from any and all liability, damages, losses or injury, on behalf of the infant child.
- f. **OPTAVIA** uses the personal data you provide in this registration for the purpose of administering your participation in this Event. To this end, **OPTAVIA** may disclose your personal data to third party service providers (e.g., any providers engaged by **OPTAVIA** to assist in the conduct of the Event). **OPTAVIA** may also disclose your personal data to other Event attendees but will do so solely in connection with the Event attendee list and always in compliance with applicable data protection laws and our Privacy Policy. Except as described herein, **OPTAVIA** will not disclose your personal data to any other third party without your consent except where required to do so by law.

- g. **OPTAVIA** prohibits the use of cameras and mobile recording devices at all Event General Sessions, Workshops and Presentations. **OPTAVIA** uses professional photographers/videographers to capture images of the Event in compliance with data protection & privacy laws. **OPTAVIA** may edit and use these images for administrative and promotional activities in the ordinary course of our business. By attending the Event, you acknowledge and agree that: (i) your image may be used by **OPTAVIA** 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. You acknowledge and agree to allow any such recorded media to be used by **OPTAVIA** and its respective, parents, affiliate and subsidiary companies for any lawful purpose, and without compensation.
- h. At the Event you may receive access to **OPTAVIA** and/or its parent, affiliate or subsidiary companies' licensed content ("Presentation Materials"). **OPTAVIA** is not liable for the information in the Presentation Materials. You may use them solely for your own internal, non-commercial purposes. Unauthorized distribution (via sales, copying, posting on intranet/internet) is expressly forbidden. Excerpting or quoting is permitted with prior written approval from the **OPTAVIA** Compliance Department.
- i. **OPTAVIA** 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**. "Force majeure" shall mean an event, or a series of related events, that is outside the reasonable control of **OPTAVIA** (including but not limited to power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks, acts of God and wars).
- j. **OPTAVIA** expressly reserves the right, in its sole discretion, without prior notice and at any time, to change or modify the terms and conditions for this Event.
- k. **OPTAVIA** reserves the right to audit and verify that all qualifications and requirements for the Event were met compliantly and by following the Official **OPTAVIA** Policies and 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 invitations which were achieved through non-compliant activities on the part of the Coach and/or were a violation of the Agreement.
- l. **OPTAVIA** does not allow or condone manipulation or fraudulent activity associated with the Event 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 Event. The discovery by **OPTAVIA** of any manipulation or fraudulent activity will be grounds for disqualification from the Event and potential disciplinary action pursuant to the Policies and Procedures. Manipulation includes, but is not limited to, using Cash on Account to purchase full orders for Clients and/or Coaches; Cash on Account may only pay for a maximum of 50% of an order (for one of the purposes outlined in the Policies and Procedures) 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 an invitation to Go Global or compensation is considered manipulation.

- m. 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 Event.
- n. Any undefined terms used throughout these Terms and Conditions shall be understood and construed as set forth and used in the current Policies and Procedures and Integrated Compensation Plan.
- o. The Coach assumes all risk of loss, damage, destruction, delay or misdirection of materials/emails submitted to **OPTAVIA**. **OPTAVIA** reserves the right, in its sole discretion, without prior notice and at any time, to cancel, terminate or suspend this Event should virus, bugs, non-authorized human intervention or other causes beyond the control of **OPTAVIA**, corrupt or impair the administration of this Event. In such case, at its sole discretion, **OPTAVIA** may disqualify any person whom it considers to have intentionally violated these Terms and Conditions.
- p. By participating, the Coach agrees to be bound by the Terms and Conditions and the decisions of **OPTAVIA** and to waive any right to claim ambiguity in these Terms and Conditions. **OPTAVIA** 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 **OPTAVIA**, users or by any of the equipment or programming associated with or utilized in the Event 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 Event. Except where prohibited by law, the Coach agrees to grant **OPTAVIA**, LLC and its respective, parent, affiliate 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.

- q. 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 TERRITORIES. MUST BE 18 YEARS OF AGE AND OLDER. INTERNET ACCESS AND EMAIL ACCESS IS REQUIRED.

**11. ARBITRATION:** Except where prohibited by law, as a further condition of participating in this Event, the Coach agrees that (a) any and all disputes and causes of action arising out of or in connection 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 and Conditions, and this Event, 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.

**12. INDEMNIFICATION AND LIMITATION OF LIABILITY:** Except as prohibited by law, by registering for and/or attending the Event, you agree to release and hold harmless **OPTAVIA**, its respective parent, affiliate and subsidiary companies and all their respective officers, directors, employees, agents, advertising and promotional agencies and insurers (collectively, the “Released Parties”) from and against any claim, loss, damage (including without limitation, direct, indirect, incidental, special, consequential or exemplary damages), cause of action, cost or expense (collectively, “Claim”), including but not limited to, any Claim arising out of any injury to you or any other party, and any other personal or property damage, or for damage to or loss of property or privacy, 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 your attendance and/or participation in the Event. If Coach intends to attend the Event with a nursing infant (“infant”), Coach specifically acknowledges the potential problems and the risks involved as a result of the infant’s attendance at the Event. As a result, should the Coach attend the Event

with an infant, the Coach specifically agrees (on behalf of the Coach, personal representatives, heirs, next of kin, successors and assigns, as well as on behalf of the infant, his/her personal representatives, heirs, next of kin, successors and assigns) to waive, release and discharge the Released Parties from any Claim, including but not limited to, any Claim arising out of any injury to the infant and any other personal or property damage, or for damage to or loss of property or privacy, 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 your infant's attendance at the Event. Coach also agrees to indemnify and hold harmless the Released Parties from and against any and all Claim arising out of or as a result of any of the Coach's or the Coach's infant's actions during the Event, as well as any Claim which the infant has or may hereafter have, either before or after the infant reaches the age of majority. Coach also agrees to waive, release, and discharge the Released Parties from any and all liability to the Coach or the Coach's infant in the event it is determined the infant's presence is disruptive to the Event for any reason. Coach also understands and agrees that he/she is fully responsible for providing all items necessary for the infant's comfort, safety and well-being during the Event, including but not limited to childcare, food, sleeping accommodations, transporting devices, any needed medical care, and general infant supplies. Coach understands neither the Renaissance Hotel nor **OPTAVIA** will be responsible for providing any infant necessities required during the Coach's attendance at the Event. BY REGISTERING FOR AND/OR ATTENDING THE EVENT, YOU AGREE THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, AND IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE, OR ENHANCED DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR (OR YOUR INFANT'S) ATTENDANCE AT THE EVENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT **OPTAVIA** WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. YOU AGREE THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY REMEDY IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY. WITHOUT LIMITING THE FOREGOING, **OPTAVIA'S** TOTAL CUMULATIVE LIABILITY TO YOU FOR ANY CLAIMS, JUDGMENTS AND/OR AWARDS ARISING OUT OF YOUR PURCHASE OF A REGISTRATION OR ATTENDING THE EVENT, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON

WHICH THE CLAIM IS BASED, WILL BE LIMITED TO AND WILL NOT EXCEED THE COST OF YOUR REGISTRATION (I.E., \$430.00 FOR AN INDIVIDUAL COACH AND \$860.00 FOR A COACH AND CO-APPLICANT).

13. **INTELLECTUAL PROPERTY:** The Event 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.
14. **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.
15. **SPONSOR:** The sponsor of this Event is **OPTAVIA**, LLC, 100 International Drive, 18<sup>th</sup> Floor, Baltimore, MD, 21202.