

OPTAVIA PREMIER - TERMS AND CONDITIONS

ABOUT THESE TERMS AND CONDITIONS: The following terms and conditions apply to **OPTAVIA** Premier clients located in Singapore. **OPTAVIA** Premier is an autoship program which clients of **OPTAVIA** (hereinafter, “You,” or “Client”) can enroll to become eligible for certain product offers and discounts. To take advantage of exclusive **OPTAVIA** Premier offers and discounts, You must agree to the following terms and conditions. As a Client of **OPTAVIA** Premier, You also agree that You will be automatically charged for and receive an **OPTAVIA** Premier order each month, unless You modify your order, change your ship date or cancel your **OPTAVIA** Premier membership. **OPTAVIA** reserves the right to change these terms and conditions at any time with or without notice to You. **OPTAVIA** reserves the right to terminate your **OPTAVIA** Premier account if You no longer agree to be bound by these terms and conditions.

ENROLLMENT: You must have a Singapore shipping and billing address to enroll in **OPTAVIA** Premier. To enroll in **OPTAVIA** Premier, You must select this option by clicking on the designated check box in the checkout stage of your order. **OPTAVIA** will activate your **OPTAVIA** Premier account and begin your membership when your first **OPTAVIA** Premier order is submitted. A new Client should create an online account during checkout; an existing **OPTAVIA** Premier Client should sign in using his/her current username and password during checkout. You may also enroll in **OPTAVIA** Premier by contacting the Client Support Team.

FREE GIFTS, DISCOUNTS AND REWARDS: Your **OPTAVIA** Premier enrollment entitles You to the following, subject to these terms and conditions:

Initial **OPTAVIA Premier Order:**

- I. Receive a total of five (5) free boxes of **OPTAVIA** Fuelings* with any of the following purchases:
 - a. Purchase any 15 - 19 individual boxes of **OPTAVIA** Fuelings; or

- b. Purchase one (1) **OPTAVIA** Optimal Weight 5 & 1 Plan® Kit option (Halal or non-Halal).
- II. Receive a discount equivalent to five (5) free boxes of **OPTAVIA** Fuelings (i.e., S\$190.00) applied to your order total by purchasing 20 or more individual boxes of **OPTAVIA** Fuelings.
- III. All discounts and offers of free boxes of Fuelings are one-time only offers available to new **OPTAVIA** Premier Clients and are only available with a Client's initial (first) **OPTAVIA** Premier order.
- IV. Free boxes of Fuelings may not be returned or exchanged.
- V. Offers cannot be combined, whichever is the higher discount for the **OPTAVIA** Premier Client will apply.
- VI. Your initial **OPTAVIA** Premier order is also eligible for the following:
 - a. A free "Blender Bottle."
 - b. 5% Rewards earned on **OPTAVIA** Premier orders with an item total between S\$270.00-S\$449.99.
 - c. 10% Rewards earned on **OPTAVIA** Premier orders with an item total of S\$450.00 and over.
 - d. Free shipping† on **OPTAVIA** Premier orders with an item total of S\$450.00 and over (after the application of any discounts, prior to application of Applied Rewards and/or credits), subject to certain limitations under these terms and conditions.
 - e. Flat rate shipping of S\$10.00* on **OPTAVIA** Premier orders between S\$270.00 - S\$449.99 (after the application of any discounts, prior to the application of Applied Rewards and/or credits), subject to certain limitations under these terms and conditions.
 - f. Flat rate shipping of S\$20.00† on **OPTAVIA** Premier orders under S\$270.00 and on all "On Demand" orders, i.e., orders that are not "autoship" orders (after the application of any discounts, prior to the application of Applied Rewards and/or credits), subject to certain limitations under these terms and conditions.

Subsequent **OPTAVIA** Premier Orders:

- I. 5% Rewards earned on **OPTAVIA** Premier orders with an item total between S\$270.00 - S\$449.99 (see Rewards section for full details and restrictions).
- II. 10% Rewards earned on **OPTAVIA** Premier orders with an item total of S\$450.00 and over (see Rewards section for full details and restrictions).
- III. Free shipping† on **OPTAVIA** Premier orders with an item total of S\$450.00 and over (after the application of any discounts, prior to application of Applied Rewards and/or credits), subject to certain limitations under these terms and conditions.
 1. Flat rate shipping of S\$10.00† on **OPTAVIA** Premier orders between S\$270.00- S\$449.99 (after the application of any discounts, prior to application of Applied Rewards and/or credits), subject to certain limitations under these terms and conditions.
- IV. Flat rate shipping of S\$20.00† on **OPTAVIA** Premier orders under S\$270.00 and all “On Demand” orders (after the application of any discounts, prior to the application of Applied Rewards and/or credits), subject to certain limitations under these terms and conditions.
 1. To receive the above-referenced benefits and discounts You must be an active **OPTAVIA** Premier Client. In order to remain active in **OPTAVIA** Premier You must have an **OPTAVIA** Premier order processed at least once every 60 days. A minimum order amount is not required to keep an **OPTAVIA** Premier Client active.

***OPTAVIA** Fuelings consists of a variety of healthy options made available for Singapore Clients. Clients are permitted to select their choice of five (5) free boxes. The free boxes can be customized using the free meal picker by simply clicking on the button that says, "Edit Free Meal." If You have not customized your free boxes when your order is placed, your order will default to a prepackaged assortment selected by **OPTAVIA** and the contents are subject to change at **OPTAVIA**'s discretion. The free boxes of Fuelings are added to your qualifying **OPTAVIA** Premier order and are not a discount. If You purchase any 20 or more individual boxes, the free boxes will appear as a discount.

†Free, flat rate and discounted shipping only applies to shipments of products within Mainland Singapore.

SHIPPING: Your first order will be processed immediately after your successful **OPTAVIA** Premier order submission. Subsequent **OPTAVIA** Premier orders will be processed monthly on the date selected unless otherwise changed. **OPTAVIA** Premier orders will ship within approximately 5-7 business days of your **OPTAVIA** Premier order processing date. "Business day" is defined as Monday through Friday, and shall not include any holidays or weekends. Please note, certain items do not qualify for automatic purchase but may be allowed in a one-time order fulfillment before being automatically removed from your next monthly order. After this one-time automatic purchase, please make sure your future product order totals meet the minimum requirements needed in order to receive any applicable shipping benefits. Allow 10 business days from ship date for delivery. "Business day" is defined as Monday through Friday, and shall not include any holidays or weekends. Free, flat rate and discounted shipping only applies to shipments of products within Mainland Singapore.

MODIFICATIONS AND CANCELLATIONS: All modifications and cancellations to your **OPTAVIA** Premier order must be submitted electronically via your online account or via phone no later than 6 p.m. Eastern Time the day before your **OPTAVIA** Premier order processing date. Requests submitted after 6 p.m. Eastern Time the day before your **OPTAVIA** Premier order processing date will apply to your next scheduled **OPTAVIA** Premier order.

Modifications: You may modify your **OPTAVIA** Premier order contents, **OPTAVIA** Premier order processing date, shipping address and/or billing information at any time subject to the terms and conditions of **OPTAVIA** Premier. To modify your **OPTAVIA** Premier order or account information, sign in to your online account and select "edit your Order." You may modify your **OPTAVIA** Premier order or account at any time up to 6 p.m. Eastern Time the day before your **OPTAVIA** Premier order processing date. Requests submitted after 6 p.m. Eastern Time the day before your **OPTAVIA** Premier order processing date will apply to your next scheduled **OPTAVIA** Premier order.

Cancellations: You may cancel your enrollment in **OPTAVIA** Premier at any time subject to the terms and conditions of **OPTAVIA** Premier. To cancel your **OPTAVIA** Premier order, sign in to your online account, and select "Cancel **OPTAVIA** Order." You may also cancel your **OPTAVIA** Premier membership by contacting the Client Support Team. After cancellation, You have 60 days to reinstate your **OPTAVIA** Premier membership and retain all benefits subject to the terms and conditions of **OPTAVIA** Premier. To reinstate

your **OPTAVIA** Premier membership, sign in to your online account and select "Reinstate **OPTAVIA** Premier." Refusing or returning an **OPTAVIA** Premier or manual order does not automatically cancel your **OPTAVIA** Premier enrollment. Your **OPTAVIA** Premier orders will continue to be charged to your credit card and shipped as scheduled until You cancel your enrollment in **OPTAVIA** Premier. You will be financially responsible for all orders shipped to You by **OPTAVIA** up to the date your cancellation takes effect.

RETURNS: All **OPTAVIA** Premier Clients shall be able to return a full or partial **OPTAVIA** Premier order to receive a refund, as per the current published **OPTAVIA** Singapore Return Policy. Please note, free boxes of Fuelings may not be returned or exchanged. For discounted orders, **OPTAVIA** Premier Clients will only be refunded the amount actually expended by the Client for the discounted order.

RE-ENTRY: If You wish to re-enroll in **OPTAVIA** Premier after 60 days following cancellation, You may do so and can re-enter the program and receive the benefits at the point of cancellation. You must place an **OPTAVIA** Premier order of any amount to re-enter **OPTAVIA** Premier and return to "active" **OPTAVIA** Premier Client status. Re-entry orders are subject to full shipping costs. Re-entry orders are eligible to earn Rewards (see Rewards section for full details and restrictions). Please note, a former **OPTAVIA** Premier Client who reinstates or re-enters **OPTAVIA** Premier will not be considered new for the purpose of receiving full program benefits; only former **OPTAVIA** Premier Clients who have not placed an order in the last 365 days will be considered "new" and will be eligible to receive full program benefits. Any earned Rewards will expire within 60 days of issue date regardless of whether the **OPTAVIA** Premier account is active or cancelled.

COST AND BILLING: There is no charge to join **OPTAVIA** Premier. When You place your initial **OPTAVIA** Premier order, your credit card information will be requested through a secure online transaction process. Each month when your **OPTAVIA** Premier order is processed, your credit card on file will be charged for the order amount. The actual billing date may vary slightly from month to month. The per-order charge may change if/when You modify the contents of your **OPTAVIA** Premier order. All prices are subject to change. To view your order total and/or modify your credit card information, sign in to your online account and select the applicable option under "My Account." By enrolling in **OPTAVIA** Premier, You authorize **OPTAVIA** to

automatically charge your credit or debit card so that the total of your monthly order is equal to the amount You have authorized. You agree to provide **OPTAVIA** with updated credit card account information so that the Company can continue to ship according to your **OPTAVIA** Premier schedule. You agree to pay all applicable taxes and shipping and handling charges.

FAILED PAYMENTS: If your credit card payment is declined when **OPTAVIA** charges your account You will be notified of the problem via email. To verify and/or change your credit card account information and resubmit your **OPTAVIA** Premier order, sign in to your online account, and under “My Account” select the option, “Payment Details.” It is your responsibility to ensure that your credit card account information is valid. To process your **OPTAVIA** Premier order, **OPTAVIA** requires complete and accurate information, including but not limited to: credit card expiration date, address for shipment, and credit card billing address. To update this information, sign in to your online account and select the appropriate option under “My Account.” As an alternative, You may contact the Client Support Team. **OPTAVIA** will not be responsible for delays in shipment due to non-payment or failure to update your shipping or credit card information with us.

OUT-OF-STOCK MERCHANDISE: Merchandise is subject to availability. In the unlikely event your **OPTAVIA** Premier order cannot be filled as You have placed it, when possible, the Company will attempt to contact You and offer alternative selections. However, You agree that, at its discretion, the Company may substitute out of stock product with an alternative in-stock selection with or without notice to You. Payment is taken from your credit card at the time your order is received by the Company. A full refund will be given when You have already paid for merchandise that is temporarily or permanently unavailable and an alternative selection cannot be offered, the Company is unable to contact You to offer alternative selections, or You are dissatisfied with an alternative selection You have received in the case of substitution by the Company.

PROGRAM RESTRICTIONS AND LIMITATIONS: Subject to shipping limitations, **OPTAVIA** Premier is available to all **OPTAVIA** Clients within Mainland Singapore who are at least 18 years old and have a valid major credit card account (Visa, MasterCard, Discover, American Express or debit card bearing one of these logos). **OPTAVIA** Premier orders cannot be shipped to a Post Office (P.O.) Box. Please contact the Client Support Team to verify if the Company can deliver to your address. **OPTAVIA** Premier orders can only be shipped to

destinations where **OPTAVIA** is officially opened for business. **OPTAVIA** Premier accounts are limited to one (1) account per Client; multiple accounts created by Clients will be terminated by the Company. All orders are subject to approval. **OPTAVIA** is not responsible for errors on the website or any website failure. By enrolling in **OPTAVIA** Premier, the Client agrees that the service is governed by the laws of Singapore.

DISCLOSURE OF YOUR INFORMATION: All Client information is private and only used to process **OPTAVIA** Premier or manual orders or to supply You with information from **OPTAVIA**. **OPTAVIA** does not share your private information with third parties except as described in our Privacy Policy. Please read our Privacy Policy for further information. Your **OPTAVIA** Coach will be notified that You are a Client of **OPTAVIA** Premier for the purposes of coaching and support. Your personal payment information will not be available to them.

OPTAVIA PREMIER REWARDS: To be eligible for **OPTAVIA** Premier Rewards You must be an active **OPTAVIA** Premier Client. In order to remain active in **OPTAVIA** Premier You must have an **OPTAVIA** Premier order process at least once every 60 days. A minimum order amount is not required to keep an **OPTAVIA** Premier Client active.

EARNING REWARDS: The Rewards amount earned by a Client shall be calculated based on the total consumable goods in the order, minus any discounts and/or Applied Rewards from the previous **OPTAVIA** Premier order. Rewards shall be earned on every **OPTAVIA** Premier order with an item total of S\$270.00 or greater (after application of any discounts, prior to application of Applied Rewards, shipping, taxes and/or credits). All **OPTAVIA** Premier orders with an item total of S\$450.00 or greater (after application of any discounts, prior to application of Applied Rewards, shipping, taxes and/or credits) shall earn a Reward of 10% of the consumable goods on the order, minus any Applied Rewards. All **OPTAVIA** Premier orders with an item total between S\$270.00 and S\$449.99 (after application of any discounts, prior to application of Applied Rewards, shipping, taxes, and/or credits) shall earn a Reward of 5% of the consumable goods on the order, minus any Applied Rewards. Rewards do not constitute property. You cannot transfer Rewards to another **OPTAVIA** Coach, individual or Client. Rewards are not redeemable for cash. Rewards may only be redeemed as described below.

REWARDS REDEMPTION: Redeemed rewards are termed "Applied Rewards" and shall appear as a line item when applied to an **OPTAVIA** Premier order. Rewards can be redeemed on any **OPTAVIA** Premier order, regardless of the order amount. Any available Rewards shall be automatically applied in full to the next **OPTAVIA** Premier order that processes within 60 calendar days of the date on which the Rewards were earned (there is no carryover of Rewards). Applied Rewards shall decrease the order total and order volume. Once Applied Rewards have been applied to an order, they cannot be re-applied to an **OPTAVIA** Premier Client's account, regardless of whether the order was returned, partially returned or cancelled.

REWARDS - ORDER RETURNS: Earned Rewards (any rewards earned when the original order was placed) from a returned order shall be deducted from the available Rewards (if any) on a Client's account at the time the refund is processed. An **OPTAVIA** Premier Client who returns an **OPTAVIA** Premier order in full shall have the entire amount of Rewards earned for that order removed from his/her account in the "Earned Rewards" section, at the same percentage earned on the original order. An **OPTAVIA** Premier Client who returns a partial **OPTAVIA** Premier order shall have the amount of Rewards equal to the returned items on that order removed from his/her account in the "Earned Rewards" section, at the same percentage earned on the original order. If the amount of Rewards associated with a returned order is greater than the available balance of Rewards on a Client's account, the Rewards will reflect a negative balance in the "Earned Rewards" section. Negative rewards will not expire and must be offset with the placement of another **OPTAVIA** Premier order in which Rewards are earned. Applied Rewards will be added to a returned order to ensure that the refund amount is equal to (for an order returned in full) or less than (for an order that is partially returned) than the amount paid by the **OPTAVIA** Premier Client. Applied Rewards for a returned order will not be re-applied to an **OPTAVIA** Premier Client's account as they have already been used on an order. Any return of product shall be conducted in accordance with the current published Singapore Return Policy and has no impact on Applied or Earned Rewards.

REWARDS EXPIRATION: If unused, Rewards shall expire within 60 days of issue date.