

Terms and conditions for the LAKHIFY™ MILLION DOLLAR CHALLENGE

1 The promoter

Lakhify™ Global Technologies (Pty) Ltd (**we**, **us**, **our**), runs this competition. We reserve the right to make it available to a select group of clients only.

2 Competition period

The competition starts at 12H00 GMT 1 July 2023 and ends at 12H00 GMT on 30 June 2024 (**competition period**). We may extend/amend/cancel the competition at any time without notice to you.

3 Who can and who cannot participate in the competition

A participant (you, your) must be:

- 3.1 18 years of age or older;
- 3.2 Have a valid identity card in the country of your origin;

- 3.3 Register to become a lakhify subscriber and/or enroll in our Isaac Lakhi Platinum Digital Workshop and/or Isaac Lakhi Platinum Coaching <u>AND</u> follow us on any **five or more** of the following platforms: YouTube, TikTok, Instagram, Facebook, Twitter, Linkedin, Pinterest, WhatsApp, and/or e-mail
- 3.4 Ensure that your qualifying account in 3.3 is in good standing, which means that it must not be in arrears or have been handed over for legal collection; and
- 3.5 Our employees (including temporary and contract employees) and their immediate family members (spouse or life partner, parents, siblings and children of the director or member, including adopted persons listed in this group but not half- or step-relations), associated companies, agents, contractors, and sponsors may not participate in this competition.

4 How to enter

- 4.1 To stand a chance to win the prize/s, you must, during the competition period, meet the qualifying criteria in clause 3 and 4, by acquiring any product/solution listed described in clause 3.3 above;
- **4.2** The prizes: there are 15 prizes, totall9i9ng a maximum of \$1 122 500 USD, as follows:
- **4.2.1** Applicable to lakhify, Platinum Coaching & Platinum Workshop members: Ten (10) lakhi entrants will WIN one (1) iPhone 14 256GB per month. We reserve the right to provide a cash prize not exceeding \$1 000 USD per device:

4.2.2 Applicable to lakhify only:

4.2.2.1 When we reach 1 000 (one thousand) fans, we'll celebrate this milestone by giving one *lakhi* person \$1 000 (one thousand) USD;

- 4.2.2.2 When we reach 10 000 (ten thousand) fans, we'll celebrate this milestone by giving one *lakhi* person \$10 000 (ten thousand) USD;
- 4.2.2.3 When we reach 100 000 (one hundred thousand) fans, we'll celebrate this milestone by giving one *lakhi* person \$100 000 (one hundred thousand) USD;
- 4.2.2.4 When we reach 1 000 000 (one million) fans, we'll celebrate this milestone by giving one *lakhi* person \$1 000 000 (one million) USD. To qualify for the grand prize of \$ 1 000 000 (one million) USD, you have to be a lakhify member as at the closing date of the competition, for a minimum of 3 (three) months, and in good standing;

4.2.3 Applicable to lakhify & Platinum Coaching only:

4.2.3.1 One (1) *lakhi* person who attends at least twenty (20) of our Coaching sessions will win a trip to our Retreat in Cape Town in September 2024. This includes a return economy class seat from any major city to Cape Town, seven (7) nights accommodation in a tourist-grade hotel, return airport-hotel-airport transfers, airport taxes, and a seat at the Isaac Lakhi Platinum Retreat. This prize excludes personal expenses, such as, but not limited to, visas, airport lounge access, vaccinations, insurance, and telephone calls. If we cancel the Retreat for whatever reason whatsoever, we reserve the right to provide a cash prize not exceeding \$1 500 USD. The winner of this prize will be announced when the grand prize winner is announced.

5 Selection of the winners

- 5.1 The random computer-generated draw, under the supervision of our Accountants/Auditors/Lawyers, will take place, virtually over Facebook Live/YouTube Live/similar, thirty (30) days after we reach each milestone, on the first Tuesday of the month at 12H00 GMT in the month following achievement of the milestone. The grand prize winner will be announced at 12H00 GMT on Tuesday 16 July 2024;
- 5.2 If you win, the following will apply:

5.2.1 We will call and/or email you on the telephone number(s)/e-mail address/es that we have on record for you within five (5) business days of the draw date and facilitate the fulfilment of the prize;
5.2.2 We will try to contact you a maximum of five (5) times. If we cannot get hold of you after the seventh attempt, you will forfeit the prize and we will choose a new winner;
5.2.3 You will receive the prize only once we have verified and confirmed your details, including your compliance with these terms and conditions;
5.2.4 We will not be responsible for any technical failures affecting your participation in the competition or if your entry has been left out from participation;
5.2.5 If a dispute arises, our decision will be final and binding on all aspects of the competition, and we will not discuss the matter further;
5.2.6 We will not be held responsible for any delays in taking up your prize;
5.2.7 We will not be liable for delays or failure to deliver any part of the prize resulting from acts beyond our reasonable control. We will let you know you as soon as reasonably possible if your prize is affected in this way; and

5.2.8	We	reserve	the	right	to	replace	the	prize	at	any	time	with	another	of	similar	of
comm	ercial	l value;														

6 Exclusion of liability

The promoter is not liable for any accident, injury, harm, death, damages, costs and/or loss sustained by a winner, and/or any other person who participates in the prize with the winner, at any point during the fulfilment of the prize.

7 General

- 7.1 All information relating to this competition and published on any promotional material will form part of the terms and condition of the entry;
- 7.2 We, our associated companies, agents, contractors and sponsors assume no liability whatsoever for any direct or indirect loss or damage arising from a participant's entry in the competition;
- 7.3 If you win, we may ask you to consent in writing to endorse, promote and advertise any of our services, without payment. You may decline this request, but we will still give you the prize;
- 7.4 These competition rules will be on www.lakhify.net throughout the competition period;
- 7.5 By entering this competition, you agree to be bound by these competition rules;
- 7.6 We may, at our sole discretion, amend these terms and conditions at any time, without notice, and such amendments will be effective from the date of publication of the revised terms and conditions on our website under 'Terms and conditions;

- 7.7 If required to do so, because of legislative or regulatory reasons, the competition may be terminated immediately and without notice; and all participants agree to waive any rights they have as a result of the termination and acknowledge that they will have no recourse against us, our agents, contractors and/or sponsors;
- 7.8 All claims for the prize will be subject to a security and validation check. Cash prizes will be fulfilled by way of PayPal, bank transfer, or similar;
- 7.9 If any prize-related activities are cancelled or postponed for any reason, the sponsor reserves the right, in its sole discretion, toward the balance of the prize or to award an alternate prize of equal or greater value in full satisfaction of prize award. The promoter is not responsible for travel delays or cancellations. If any prize-related activities are cancelled or postponed for any reason, before or after trip arrangements are made, the sponsor reserves the right, in its sole discretion, to award the balance of the prize or an alternative prize;
- 7.10 All prize details will be determined by the promoter in its sole discretion;
- 7.11 The prize must be taken on the date(s) specified by the sponsor and/or the promoter or the prize will be forfeited and alternate potential winner may be selected by random drawing from among all remaining eligible entries received if time permits;
- 7.12 The actual value of prize may vary, depending on the manufacturer's specs; and
- 7.13 If, for any reason whatsoever, winner and/or their guest are unable to redeem their prize after arrangements have been made, the sponsor and the promoter will have no further obligation to the winner and/or their guest and no alternate winner.
- 7.14 Due to the anticipated volumes, and despite the fact that we have made ample provision for such occurrences, we reserve the right to apply capacity controls by opening our system for registration in phases. This is to avoid our system from collapsing. Should you be unable to register, you'll be prompted to enter your e-mail address, and when capacity becomes available, you'll be invited to apply for lakhify membership, on a first-come first-served basis. Notwithstanding, we will not be held responsible should you be unable to do apply for lakhify membership movement.

8 More information

For more information about this competition, you may email out Customer Services division on hello@lakhify.net

9 General

- 9.1 These Terms and Conditions will prevail in the event of any conflict or inconsistency with any other communications sent to you by us, including advertising or Promotional materials. Prize redemption instructions are deemed to form part of the Terms and Conditions;
- 9.2 By participating in this competition participants are asked to Opt In to receive future marketing material from the brand/s on promotion. The participant is under no obligation to Opt In in order to still enter the promotional competition;
- 9.3 All personal information ('Personal Data') supplied by participants shall be processed in accordance with GDPR data protection legislation and the Promoter's Privacy Policy;
- 9.4 Prizes are not transferable:
- 9.5 A single person/ID number may only win 1 (one) Prize per competition;
- 9.6 The Winner may be required to sign an Indemnity and Media Release forms;
- 9.7 These Terms and Conditions will be interpreted and construed in accordance with the laws of the Republic of South Africa. All information relating to this Promotion and published on any promotional material will form part of the Terms and Conditions of entry;
- 9.8 As far as the law allows, all warranties and representations in relation to the Promotion not set out in these Terms and Conditions (whether express, implied or tacit) are hereby excluded;

- 9.9 The Promoter reserves the right to amend, modify, change, postpone, suspend or cancel this Promotion without notice at any time, for any reason which the Promoter reasonably deems necessary. In the event that the prizes are not available despite the Promoter's reasonable endeavors to procure the prizes, the Promoter reserves the right to substitute prizes with prizes of equal value;
- 9.10 The Promoter reserves the right to terminate the Promotion immediately and without notice. In the event of such termination, as far as the law allows, all participants or entrants acknowledge that they will have no recourse against the Promoter, its associated companies (directors, officers and employees) agents and suppliers, in respect thereof;
- 9.11 To the fullest extent permitted by law, neither the Promoter nor their partners or agents supporting the Promotion will be responsible for any loss, damage or injury whatsoever suffered by any participant/entrant or Winner or their accompanying (including but not limited to any direct, indirect, consequential, special, punitive or incidental loss or damages) or for any personal injury (whether physical or mental) suffered or sustained by any participant or Winner and/or their accompanying person(s) as a result of or in connection with the Promotion or the acceptance, use or application of the Prize;
- 9.12 As far as the law allows the Promoter, its associated companies (directors, officers and employees) agents and suppliers, will not be responsible for a Participant's failure to access the Promotion for any reason whatsoever including, by way of example only, as a consequence of communications or network failures;
- 9.13 If any provision of these Terms and Conditions is found to be invalid or unenforceable by any court of competent jurisdiction, then that provision will be severed from these Terms and Conditions and will not affect the validity or enforceability of any remaining provisions;
- 9.14 Failure to claim the Prize or a refusal or inability to provide required documentation or comply with any of the competition requirements within 1 (one) months for grand prize, and 2 (two) weeks for instant prizes, of the date the Winner is selected will disqualify the Winner and a new Winner will be drawn in terms of these Terms and Conditions:
- 9.15 The Promoter reserves the right to disqualify any claim if fraud or cheating is suspected, including without limitation, through the manipulation of code or otherwise frequently falsifying data:

- 9.16 No applications from agents, third parties, organized groups or applications automatically generated by computer will be accepted. No incomplete or corrupted entries will be accepted. Entries will only be accepted if they comply with all of the terms of these Terms and Conditions;
- 9.17 Any attempt to use multiple cell phone details or other tactics to enter or vote more than the stated limit may result in disqualification and all associated entries and/or votes will be void. Entries or votes generated by script, macro, bot, commercial contest subscription, incentives or other means not sponsored by the Promoter, vote-swapping sites, voting software, entering service sites or any other automated means and entries or votes by any means that subvert the entry/voting process or do not conform to the terms or spirit of these Terms and Conditions, will void the entry/votes and may disqualify the entrant;
- 9.18 The Promoter may in its sole discretion amend these terms and conditions at any time, without notice, and such amendment(s) will be deemed to have taken effect from the date of publication of the revised terms and condition on its website;
- 9.19 The judges' decision is final and no correspondence will be entered into;
- 9.20 The Promoter reserves the right to use any images taken of the Winners for publicity purposes in any manner it deems fit, without any further remuneration being made payable to the Winners, and may require the Winners to be identified, photographed and published in printed media, or to appear on radio and television, and social media when accepting the prize and/or after having received the prize. However, the Winners have the right to object, in writing, to:
- 9.2.1 the use of their images;
- 9.2.2 being identified, photographed and/or published in printed media; and/or
- 9.2.3 appearing on radio, television or any digital or other platform either when or after accepting the Grand Prize;
- 9.21 The Promoter reserves the right to delete any information uploaded by a participant which the Promoter, in its absolute discretion, believes is illegal, obscene, offensive or defamatory, or infringes the intellectual property rights of a third party, or is otherwise inappropriate for a campaign designed for mass audience entertainment;

- 9.22 Participants warrant that they have full rights to the images and stories that they upload and that the use of the said material will not constitute a breach of any third party's copyright or other intellectual property rights; and
- 9.23 Any attempt to use multiple details or other tactics to enter or vote more than the stated limit may result in disqualification and all associated entries and/or votes will be void. Entries or votes generated by script, macro, bot, commercial contest subscription, incentives or other means not sponsored by the Promoter, vote-swapping sites, voting software, entering service sites or any other automated means and entries or votes by any means that subvert the entry/voting process or do not conform to the terms or spirit of these competition rules, will void the entry/votes and may disqualify the entrant.

10 PRIVACY NOTICE

- 10.1 Our Privacy Notice can be obtained from https://lakhify.net/pages/privacy-policy;
- 10.2 This promotion is in no way sponsored, endorsed or administered by, or associated with Apple and the participants acknowledge that they are providing information to the Promoter and its agents only and not to Apple; and
- 10.3 All participants in this Competition release Apple from all liabilities and claims arising out of or in connection with this competition and these terms and conditions.

11 INELIGIBILITY

Persons from the following countries are automatically excluded and ineligible from winning:

11.1 Citizens from countries defined as sponsors of terrorism, have United Nations sanctions imposed on them, are "black-listed" by the Financial Action Task Force, and/or countries with a gross violation of human rights: Central African Republic, Cuba, Democratic Republic of Congo, Eritrea, Guinea-Bissau, Iran, Israel, Kenya, Libya, Guatemala, Lebanon,

Mali, Myanmar, Nigeria, North Korea, Pakistan, South Sudan, Somalia, Sri Lanka, Sudan, Ukraine and Zimbabwe; and

11.2 Individuals that appear on the targeted sanction list published by the Financial Action Task Force.

Last updated on July 23, 2023