

KAJABI PARTNER PUSH CHALLENGE OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CHALLENGE. PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING. VOID WHERE PROHIBITED. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AT THE TIME OF ENTRY.

Participation in the Challenge constitutes your acceptance of these Official Rules

- 1. **The Offer:** Kajabi is providing to its Partners, an exclusive offer of an extended trial of a Kajabi account to promote to their audience (the "Offer").
- 2. **Eligibility**: To be eligible to participate in the Kajabi Partner Push Challenge (the "Challenge"), you must be a member of the Kajabi Partner Program in accordance with the <u>Partner Program Agreement</u> (the "Agreement"). The Challenge is subject to all applicable international, federal, state, and local laws and regulations. Void where prohibited.
- 3. **Challenge Period**: The Challenge will begin on November 17, 2025 at 9:00 AM PT and will end December 17, 2025 at 11:59 PM PT (the "Challenge Period"). Kajabi has the right to change the Challenge Period, and all other dates or deadlines set in connection with the Challenge, at any time and in its sole discretion.
- 4. **Agreement to Rules**: By participating, you agree to be fully and unconditionally bound by these Rules and the Agreement, and you represent and warrant that you meet the eligibility requirements. In addition, you agree to accept the decisions of Kajabi as final and binding as it relates to the content and decisions of this Challenge. Any terms not specifically defined in these Rules will have the meanings set forth in the Agreement.
- 5. **How to Enter:** To enter the Challenge, you must during the Challenge Period (i) activate your Fall Partner Push campaign link; (ii) share your unique referral link promoting the Offer; (iii) drive individuals to sign up through your campaign link and convert into an active Kajabi customer at the end of the trial period (each individual, an "Eligible Referral"). All promotions of the Offer must abide by the terms of the Agreement, including regarding Marketing Activities and required FTC disclosures, and include the language provided in the swipe copy.
- 6. **Winners Selection and Notification**: The top eight (8) partners with the most Eligible Referrals during the Challenge Period will be the winners of the Challenge and eligible to win the prize (the "Winners"). Winners will be selected under the supervision of Kajabi. The Kajabi Partner Team will provide updates to the leaderboard during the Challenge Period in the Partner Community. Winners



must have a minimum of 50 Eligible Referrals to qualify for the Top 8 Partners. Kajabi will review each eligible partner's Partner dashboard upon completion of the Challenge Period to determine the number of Eligible Referrals in order to determine the Winners of the Challenge.

Winners will be announced January 25, 2026 through the Partner Community and via email. Each potential Winner is responsible for checking their spam filter and Kajabi shall have no liability for Winner's failure to receive notices due to spam, junk e-mail, or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. The potential Winner will be required to respond (as directed) within five (5) days of attempted notification. The potential Winner will be required to verify address, sign, and return within five (5) days of initial notification the required document provided by Kajabi covering eligibility, liability, advertising, and (unless prohibited by law) publicity rights and such other documents that Kajabi may provide (collectively, "Prize Acceptance Forms"). If a Winner cannot be contacted, is ineligible, or fails to claim the prize or return the Prize Acceptance Forms within the stated time period, the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize offered in this Challenge is conditioned upon compliance with any and all federal, state, and local laws and regulations.

Kajabi reserves the right, in its sole discretion, to disqualify any partner from the Challenge (i) it finds to be acting in violation of these Official Rules; (ii) violates any federal or state, law, rule, or regulation; or (iii) violates the Agreement or any Community rules, including in your Partner Marketing Activities. Kajabi reserves the right, in addition to the right to disqualify such partner, to seek damages and other remedies from any such partner to the fullest extent permitted by law.

7. **Prizes**: There are eight (8) Winners who will receive a trip to our Exclusive Partner Retreat (the "Retreat") and an additional three Winners who will receive a First, Second and Third Place Prize (as defined below). All participants will be eligible to win "Flash Bonus" prizes as defined below. The Retreat will be held during the first quarter of 2026. The prize includes:

a. Partner Retreat.

- i. Round-trip economy class air transportation to attend the Retreat (up to \$500), from a major airport near the Winner's residence (as selected in Kajabi's sole discretion). Winners will be required to coordinate booking the travel with Kajabi, and any portion of the airfare over \$500 will be the responsibility of Winner. Winners will be responsible for securing transportation to/from their home airport and ground transportation to/from the airport to the Retreat.
- ii. Hotel accommodations (one room, single occupancy) for three (3) days and two (2) consecutive nights at SoutHall Franklin, TN including hotel taxes and resort fees. Winners will be responsible for the costs of all incidental expenses.



- iii. Direct ground transportation to/from the airport to the hotel and to/from the hotel and the Retreat activities.
- iv. Meals during the Retreat to consist of: a "Welcome" dinner for attendees on Friday night, all meals on Saturday during the Retreat, and breakfast on Sunday.
- b. **First, Second, and Third Place**. In addition to the Retreat, the top three of these eight (8) Winners will also receive a First, Second, and Third Place prize as defined below. First Place Winner will receive one (1) year free of their current Kajabi plan and the opportunity to gift one free year of the Kajabi Growth Plan to another individual. Second Place Winner will receive six (6) months free of their current Kajabi plan and the opportunity to gift one (1) free year of the Kajabi Growth Plan to another individual. Third Place Winner will receive three (3) months free of their current Kajabi plan and the opportunity to gift one (1) free year of the Kajabi Growth Plan to another individual.
- c. **Flash Bonus Milestones**. All participants will be eligible to receive a cash bonus based on cumulatively unique Eligible Referrals, according to the following schedule: \$100 for 10 Eligible Referrals; \$250 for 25 Eligible Referrals; \$500 for 50 Eligible Referrals; and \$1,000 for 100 Eligible Referrals ("Flash Bonus"). The Flash Bonus will be paid after January 25, 2026.

All prize details are at the sole discretion of Kajabi. Approximate Retail Value ("ARV") of the retreat prize is \$3,500. Airline carrier's regulations and Contract of Carriage apply. Kajabi will not obtain travel insurance on behalf of any Winner. Winners may not substitute, a4ssign, or transfer the prize, but Kajabi reserves the right, at its sole discretion, to substitute a prize (or any portion thereof) with one of comparable or greater value. No cash alternative is allowed, except at the sole discretion of Kajabi. If a Winner is unable or unwilling to accept the prize, or any portion thereof, the prize may be forfeited in its entirety at the sole discretion of Kajabi. The value of the prize represents Kajabi's good faith determination of the maximum retail value thereof. No refunds or credits for changes are allowed. The actual ARV depends on the Winner's place of residence and costs and availability of airfare and hotel at the time of booking and travel may be substantially higher or lower that the stated ARV. The ARV of any prize is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for the purpose of these Rules and the date the prize is awarded or redeemed. All other expenses and costs not expressly listed above, including but not limited to, taxes, tips, meals, rental cars, hotel parking, hotel room service, upgrades, laundry services, unspecified transportation, in-room charges, phone calls, entertainment, souvenirs, concessions, alcoholic beverages, transfers, insurance, as well as seat assignment or baggage fees determined by the selected airline are Winner's sole responsibility. Other restrictions may apply. Winner must have valid travel documents (e.g., valid government issued photo ID or passport) prior to departure. Failure to do so will result in forfeiture of the prize. Kajabi, in its sole discretion, may designate a travel agency to handle prize fulfillment on Kajabi's behalf. Once travel commences, no unscheduled stopovers are permitted; if any unscheduled stopover occurs, full fare will be charged from



stopover point for the remaining segments, including return. Kajabi is not liable for any expenses incurred as a consequence of flight cancellations/delays. All air transportation tickets are subject to the vagaries of flight variation, work stoppages, and schedule or route changes. If the closest airport to a Winner's home is in close enough proximity to the Retreat location, so that, as Kajabi may determine in its sole discretion, a flight is unnecessary, air travel will not be provided for the respective individual(s) and alternate travel arrangements will be made. Other hotel fees are not included and if applicable may be payable at the time of check-out by Winner. A deposit or payment in advance, or presentation of a credit card by a Winner, may be required at the time of check-in at the hotel. Any hotel cancellations or changes to the hotel reservations after confirmation must be made through Kajabi, and Winner may be responsible for any charges and/or fees incurred from changes. If the Retreat or any portion thereof is postponed or canceled, Kajabi will not be responsible for replacing or substituting the prize. If travel delays, cancellations, or difficulties prevent arrival in time for the Retreat, Kajabi is not responsible for awarding any compensation in lieu thereof.

Winners will not receive cash or any other form of compensation if actual travel costs are less than the prize ARV. Kajabi reserves the right to structure the travel route, travel dates, and select hotels at its sole discretion. The Retreat may not be combined with any other offer and travel may not qualify for frequent flyer miles or hotel points.

All prize details are at the sole discretion of Kajabi. If any of the prize elements, or any portion thereof, listed in the prize description do not or cannot take place as scheduled or at all, for reasons including but not limited to scheduling conflicts, cancellations, postponement, or any other reason, then assuming the applicable Winner is willing to and able to travel on alternate dates chosen by Kajabi, Winners may receive certain prize elements at a separate date in full satisfaction of Kajabi's obligation to the Winner, and no other or additional compensation will be awarded. KAJABI MAKES NO WARRANTIES OR GUARANTEES OF ANY KIND REGARDING THE PRIZE, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE POTENTIAL WINNERS SHALL TAKE THE PRIZE "AS IS" AND AT HIS OR HER OWN RISK.

- 8. **Taxes**: All income, sales, and use tax and any other taxes (and the reporting thereof) imposed as a result of the award of a prize and any other fees or costs associated with a prize are solely the Winner's responsibility. It is the Winner's responsibility to understand and abide by any federal, state, provincial, local, or foreign tax laws that may apply to receipt of a prize. The Winner will receive an IRS Form 1099 from Kajabi for the actual retail value of the prize and may be required to complete certain tax information reporting forms before or upon receipt of a prize. All entrants agree that information provided by Kajabi is not advice, including but not limited to, tax advice or legal advice, and every entrant is advised to consult a professional, including a tax professional.
- 9. **Conduct while Attending the Retreat:** Winners shall conduct themselves with due regard to the public conventions and morals. Winner shall not, while



representing Kajabi during the Retreat, while traveling thereto, and/or any of the events, or any portion thereof, listed in the description, commit an offense involving moral turpitude under local laws or ordinances. Winners shall not commit any act that will tend to degrade Kajabi or bring Kajabi or into public disrepute, contempt, scorn, or ridicule, or that will tend to shock, insult, or offend the community or public morals or decency or prejudice Kajabi. In the event any Winner engages in behavior that, as determined by Kajabi in its sole discretion, is obnoxious, threatening, or illegal, or that is intended to annoy, abuse, threaten, or harass any other person, Kajabi reserves the right to expel the Winner from any Retreat events, or any portion thereof, or terminate the Retreat early and send the Winner home with no further obligation or compensation.

- 10. **Odds**: The odds of winning depend on the number of eligible entries received.
- 11. Use of Entries, Feedback, and Associated Name and Likeness: Except where prohibited by law, by entering the Challenge, each entrant grants to Kajabi and its licensees, successors, and assigns an irrevocable, sublicensable, royalty-free, fully paid-up right and license to reproduce, publish, transmit, distribute, create derivative works from and otherwise use entrant's image or likeness, name, biographical information, and any other supplied content or materials (collectively, "Content") for marketing, public relations, or other promotional purposes, in perpetuity, throughout the world, in all media formats now or later known or developed, without further notice or compensation therefore. Released Parties (defined below) are not responsible for any unauthorized use by third parties. Kajabi has no obligation to make use of the rights granted herein. Where lawful, Winner may be required to sign and return a Publicity Consent and Liability Release.
- Terms & Conditions: Kajabi reserves the right, in its sole discretion, to 12. cancel, terminate, modify, or suspend the Challenge should any force majeure event or any virus, bug, non-authorized human intervention, fraud, or other cause beyond Kajabi's control corrupt or affect the administration, security, fairness, or proper conduct of the Challenge. In such case, Kajabi may select the Winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Kajabi. Kajabi reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Challenge or violates these Rules or the Agreement. Kajabi has the right, in its sole discretion, to maintain the integrity of the Challenge, and to void referrals for any reason, including violations of the Agreement or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately undermine the legitimate operation of the Challenge may be a violation of criminal and civil laws. Should such an attempt be made, Kajabi reserves the right to seek damages to the fullest extent permitted by law. Kajabi reserves the right to modify these Rules for clarification purposes, even after the Challenge has begun.
- 13. **Representations; Release:** By participating in the Challenge, each entrant agrees to be bound by these Rules, the Agreement, and all applicable laws and agrees that the decisions of Kajabi shall be final in all respects. By entering the



Challenge and accepting the Prize, you acknowledge and agree to release and hold harmless Kajabi, and their respective subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors (collectively, "Released Parties") from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) entrant's participation in the Challenge and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof or in any way related to the prize, including participation in any activity or travel related thereto; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Challenge; (v) electronic or human error in the administration of the Challenge or the processing of entries; (vi) data corruption, theft, destruction, unauthorized access to or alteration of entry or other material; or (vii) any inability of a Winner to accept or use the prize (or portion thereof) for any reason, and such prize (or portion thereof) shall be forfeited.

FOR RESIDENTS OF THE STATE OF CALIFORNIA: You acknowledge and agree that your release and waiver extends to the following, the protections of which you explicitly waive:

<u>California Civil Code Section 1542</u>: A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Disputes: Entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or connected with this Challenge or any prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Central District of California or the appropriate California state court located in Orange County, California; (ii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, if any, not to exceed Two Hundred Fifty Dollars (\$250.00), including costs associated with entering this Challenge but in no event attorneys' fees; and (iii) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and rights to have damages multiplied or otherwise increased. JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the entrant and Kajabi in connection with the Challenge, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of



the laws of any jurisdiction other than the State of California. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed as if the invalid or illegal provision were not contained herein. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Challenge-related materials or notifications and these Official Rules, these Official Rules shall prevail, govern, and control.

- 15. **Indemnity**: Each entrant (including each potential Winner and Winner) shall indemnify, defend, and hold harmless the Released Parties from and against any and all claims, damages, actions, liability, loss, injury or expense, including reasonable attorneys' fees and costs, arising out of or in connection with: (a) participation in the Challenge; (b) a breach or allegation, which if true would constitute a breach of any of the representations, warranties, or obligations herein; and (c) acceptance, possession, grant, or use of any prize, including without limitation, personal injury, death and property damage arising therefrom.
- 16. **Privacy Policy**: By entering this Challenge, you agree to Kajabi's collection, sharing, and use of your personal information for both online and offline direct marketing purposes, for Challenge administration and prize fulfillment. Information submitted with an entry is subject to the Privacy Policy stated on Kajabi's website. To read the Privacy Policy and for details on how to opt-out, click here.
- 17. **Winners List**: To obtain a copy of the Winners' name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: Kajabi, LLC 880 Newport Center Dr. #100, Newport Beach, CA 92660
- 18. **Sponsor**: The Sponsor of the Challenge is:

Kajabi, LLC 880 Newport Center Dr. #100, Newport Beach, CA 92660

The Challenge is hosted by Kajabi and is in no way sponsored, endorsed, administered by, or associated with Facebook or Meta.