

# **RAFFLE REGULATIONS**

## **1. Definitions:**

**“Raffle Holder”** – GMT Tech Innovation Ltd. Co., Private Company No. 513062414 (hereinafter: “GMT”)

**“Cashback” Benefit** – A financial benefit in the client’s account, for the making of a transfer of funds through the Company’s Branches and the myGMT website to countries participating in the campaign. The financial benefit is valid for realization in transfers made through the company alone and may not be used in any other fashion, all subject to the specification hereof and in accordance with the company’s discretion.

**“Raffle Period”** – From December 15, 2021 to December 25, 2021 inclusive (hereinafter: the “Campaign Period”) subject to the terms set forth herein. The campaign holder may extend or shorten the Campaign Period according to its discretion, subject to the approval of the Raffle Supervisor and the publication of appropriate notice.

**“Participant”** – As defined in Sections 3 and 4 hereof.

**“Raffle Prize”** – Advanced smartphone devices, valued at approximately NIS 3,000.

**“Raffle Location”** – The raffle will be held at the company’s offices at 18 Raoul Wallenberg Street, Building C, Ramat HaHayal, Tel Aviv.

**“Company’s Branches”** – The list of branches is published on the company’s website (<https://gmtonline.co.il/branches/>).

**“Raffle Supervisor”** – CPA Chen Tuvia, CFO of GMT Co., of 18 Raoul Wallenberg St., Tel Aviv.

**“Countries Participating in the Raffle”** – Russia, Armenia, Moldova, Ukraine, Georgia, Belarus, Kyrgyzstan, Kazakhstan, Uzbekistan, Tajikistan, Azerbaijan, the Philippines, India, and for these countries alone.

On the myGMT website, the campaign will be effective for the countries: Russia, Azerbaijan, Tajikistan, Abkhazia, Moldova, Uzbekistan, Belarus, Ukraine, the Philippines, India, and for these countries alone.

## **2. Participants and their information:**

2.1. Any person over the age of 18 eligible for legal actions (as such terms are defined in the Legal Capacity and Guardianship Law, 5722-1962 (who followed the provisions and guidelines set forth herein).

2.2. The information binding upon the Raffle Holder is the information input into the system. The client alone is liable for the propriety of the information provided by the client to the system.

2.3. The Raffle Maker will not be liable in the event that, due to a technical malfunction, a problem is found to have occurred in the input of the data into the system or such data was not input at all.

### **3. Participation in the raffle:**

- 3.1. Any client who, during the Raffle Period, makes a deposit into GMT's electronic wallet and/or a transfer of funds through the Company's Branches, according to the branch's ordinary operating hours, and/or on the myGMT website, to Countries Participating in the Raffle, will enter the raffle.
- 3.2. It is clarified that making several deposits/transfers during the Raffle Period does not entitle the client to several entries on the raffle. That is to say, each client may participate in the raffle once and have one entry on the raffle, according to the information listed on GMT's system.
- 3.3. In addition to the raffle during the Raffle Period, the first 500 clients of the company to make a transfer of funds through the Company's Branches and the myGMT website to Countries Participating in the Raffle will be given a "Cashback" Benefit valued at \$5 or €5 respective to the currency of the transfer/deposit.
- 3.4. The "Cashback" Benefit will be valid for realization starting from January 1, 2022 and will remain valid for 3 months from that day.
- 3.5. The benefit does not apply to transfers made through MoneyGram Co., nor does it apply to transfers to a bank account.
- 3.6. It is clarified that the "Cashback" Benefit is limited to one benefit per client.

### **4. Raffle Holder's liability**

- 4.1. The Participant is aware that his participation in the raffle will be at his own risk alone. For the avoidance of doubt, the company (and/or anyone on its behalf) will not be liable and will not bear any liability and/or owe any duty whatsoever in connection with and/or as a result of any claim and/or demand and/or suit concerned with damage and/or expense and/or loss and so forth as may be incurred by the Participant and/or by third parties in connection with the raffle.
- 4.2. It is clarified that any Participant or person wishing to participate represents and warrants that any malfunction, disruption, delay, change and the like which originate, *inter alia*, in force majeure, war, strike, disruptions, terrorist acts, disruptions or malfunctions, or due to third parties not controlled by the Raffle Holder will not be deemed a breach hereof and will not entitle to any relief or right or remedy.
- 4.3. In the event of a malfunction and/or mistake, the Raffle Holder may, according to its sole and absolute discretion and with the approval of the Raffle Supervisor, revoke the raffle, change the Prize to be awarded, determine that a Participant's information entered starting from certain dates will not participate in the raffle, or take any other action as will be seen fit. Any such action will be deemed a supplement to the raffle regulations and will bind upon any Participant in the raffle. Such notice will be published in the manner in which the raffle is published.

4.4. For the avoidance of doubt, a Participant in the raffle will not have any claim or right whatsoever in connection with actions which the Raffle Holder or the Raffle Supervisor will take due to such malfunction and/or mistake, or in connection with any direct or indirect damage, including direct or indirect expenses, as they may incur due to such actions, as long as such actions were taken in accordance with the provisions of law.

## 5. Manner of performing the raffle

5.1. **The winners will be selected on December 27, 2021 after the raffle is concluded**, at the Raffle Holder's offices and in the presence of the Raffle Supervisor or of one appointed by the Supervisor on his behalf.

5.2. An employee of GMT Co. will randomly draw 5 names out of a list of the names of the raffle's Participants. Each name drawn as aforesaid will be one of the winners of the Prize (hereinafter: the "Winners").

5.3. After the five Winners have been raffled, five "reserve raffles" will be performed, in which "**Five Reserve Winners**" (hereinafter: the "Reserve Winners") will be selected.

5.4. A Participant who has failed to meet all the terms hereof may not win the Prize.

5.5. Each Participant may, **at most**, win once and win one Prize throughout the duration of the entire Raffle Period.

5.6. The results of the raffle will be final and absolute, and no claim in this regard will be heard.

5.7. At the end of the raffle, minutes will be drafted specifying the course of the raffle, the names of those present and the names of the Participants whose name was drawn. The minutes will be signed by the Raffle Supervisor and the Raffle Holder's representatives.

5.8. It is clarified that Participants whose name was drawn will not be deemed Winners except solely after meeting the terms for winning as set forth below.

5.9. The Raffle Holder may disqualify the win of a Participant whose envelope was drawn in the raffle for one or more of the following reasons:

- The Participant does not have an ID satisfactory to the Raffle Holder.
- The Participant is not aged 18 or over.
- The Participant's information filled out in the raffle form is incomplete or unclear in such a manner that the Winner of the Prize cannot be located and such information cannot be determined reasonably.
- The Participant attained his entitlement to the Prize and/or his participation in the survey by fraudulent means.
- The Raffle Supervisor has determined that there exists a material reason to prevent the awarding of the win to the Participant.
- The Participant is listed in the provision of Section 9A hereof.

5.10. Without derogating from the provisions of the above sections, the Supervisor may

decide, according to his sole discretion, as to the right to the Prize, in any case where the suspicion arises that a flaw has occurred and for any other reason related to fraud or other relevant reason.

## 6. The Prize and its receipt

- 6.1. The Winner of the Prize must identify himself by means of an ID, passport or Israeli driver's license. A Winner who has met the terms hereof and whose win has been approved will be entitled to receive the Prize.
- 6.2. After the winning Participant has been raffled, the Raffle Holder will act to locate the Winner according to the data in its possession so as to give notice of his winning of the raffle.
- 6.3. The prizewinner will be located on the date of the raffle's holding or around the time of its conclusion by means of an attempt to contact each Winner of a Prize no less than three times via telephone call to the telephone number listed, for 4 days after the win. The attempts will be spread out reasonably between the hours 9:00-17:00. No attempts will be made during the Sabbath and holidays. If no contact (an actual call with the prizewinner) is made during the four days following the win and/or the date postponed for another reason, registered mail and/or electronic mail will be sent to the address listed by the prizewinner in the personal information form, allowing the Winner to receive the Prize within 30 days of the date of the notice's sending or from the day of publication of the raffle's results, whichever is later. The Raffle Holder will act with due diligence to locate the prizewinner.
- 6.4. If a prizewinner is not located or does not arrive to collect the Prize at the end of such 30 days, his win will be disqualified, and the win will pass to the first Reserve Winner (hereinafter: the "**First Reserve Winner**"). If the First Reserve Winner does not appear for up to 4 days following the win (this being after the Raffle Holder makes attempts to locate him), an attempt to make telephone contact only with the next following reserve winner will be made, this being up to the fifth Reserve Winner (hereinafter: the "**Next Following Reserve Winner**") and for 4 days. If within 46 days of the winning notice's date the Prize is not collected from the Raffle Holder by the prizewinner or is not collected by the First Reserve Winner or the Next Following Reserve Winner, the Raffle Holder may revoke the raffle pertaining to such raffle envelope, and the prizewinner and/or any Participant in the raffle may not make any claim and/or demand and/or suit to the Raffle Holder and/or Raffle Supervisor and/or the shopping complex and/or anyone on their behalf.
- 6.5. The Winner of the Prize will arrive at the company's offices to collect the Prize and will sign a certificate of receipt of the Prize in the form provided in **Annex A** hereof. The prizewinner's signature on the certificate of receipt of the Prize constitutes final certification of the fulfillment of all the Raffle Holder's obligations toward the prizewinner, and the prizewinner exempts the Raffle Holder, the Supervisor and anyone on their behalf from any additional liability or responsibility in connection therewith.
- 6.6. The prizewinner hereby exempts the Raffle Holder and/or Supervisor and/or anyone on their behalf from any liability and/or responsibility for anything related to the prize's realization. The Raffle Holder's and Raffle Supervisor's duty amounts to awarding the Prize, as defined herein, to the Winner, subject to the provisions hereof and of the law.

6.7. The Raffle Holder, with the Supervisor's approval, reserves the right to deny the win in any case where the Participant is found to have attained the win by fraudulent means or for any reason wherein, according to the Supervisor's determination, there exists a material reason to prevent the awarding of the win to the Participant.

6.8. Any tax, deduction or demand for the payment of tax, of any kind whatsoever, in connection with the win or the Prize will be at the liability of the prizewinner and at his own expense alone. The Raffle Holder may withhold tax at source or provide the tax authorities, if so required under law, with the Winners' information and/or with withholding tax at source. The Raffle Holder will not bear the payment of any tax in connection with the win.

6.9. The Prize is personal and may not be converted into another equivalent or in any other way and is subject to the terms of the winning notice.

## **7. Supervision of the raffle**

7.1. The raffle is performed under the supervision of a supervisor, pursuant to the General Permit for Holding Raffles for a Commercial Advertisement under the Penal Law, 5737-1977.

7.2. The Supervisor will be responsible for processing the Participants' applications, deciding on any case of misunderstanding, doubt or difficulty including in the interpretation of the regulations and deciding on any dispute between the Raffle Holder and a Winner, candidate for winning or alleged Winner.

7.3. The Supervisor's decision on everything related to the raffle is final and binding for all intents and purposes.

7.4. Any application regarding the raffle must be referred to the Raffle Supervisor, CPA Chen Tuvia, using one of the following means: **Telephone** – 03-3722800; **email** – chent@gmtonline.co.il.

## **8. Date and manner of publication of the raffle's results**

8.1. The results of the raffle will be published on the Raffle Holder's Facebook page at <https://www.facebook.com/GMT.Advanced.Financial.Services/> and on the Raffle Holder's Instagram page at [https://instagram.com/gmtonline?utm\\_medium=copy\\_link](https://instagram.com/gmtonline?utm_medium=copy_link). The results of the raffle will appear for at least 14 days from the date of the results' publication.

8.2. The Raffle Holder will also publish the name of the Winner, if this is required or permitted under law, as well as the location where one can review the Raffle Supervisor's report.

8.3. Alternatively, the results of the raffle will be published in any other way as the Raffle Holder is permitted by the commissioner in accordance with the General Permit for Holding Raffles for a Commercial Advertisement under the Penal Law, 5737-1977.

## 9. Miscellaneous

- 9.1. Participation in the raffle is prohibited to the Raffle Holder, the Supervisor, their employees, employees of GMT Tech Innovation Ltd. Co., companies related to it, and their immediate family members.
- 9.2. The Prize is personal and may not be converted into another equivalent or in any other way and is subject to the terms of the winning notice.
- 9.3. The terminology used herein and in any publication related to the raffle uses the male singular form for purposes of convenience but refers to both male and female, or the plural, as applicable.
- 9.4. In any event of any contradiction or discrepancy whatsoever between the provisions hereof and any other publications concerning the raffle or the survey and/or in any other means of publication, the provisions hereof will prevail for all intents and purposes.
- 9.5. With the Participant's consent, the company will publish the fact of the Participant's participation and receipt of the Prize, as well as the fact of the Participant's winning of the raffle, if the raffle is covered and/or advertised and/or filmed on the various media, on the Raffle Holder's Facebook page and/or on the company's Instagram page under any law.
- 9.6. The raffle will be held pursuant to the provisions of "Notice Concerning the Granting of a General Permit for Holding Raffles for a Commercial Advertisement under the Penal Law, 5737-1977 (hereinafter: the "General Permit") and will be subject to the provisions hereof.
- 9.7. The law applying to the regulations will be Israeli law and in any event of a lawsuit, the procedural rights in any lawsuit.

This is a translated version and the legally binding version is the Hebrew version.

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**Annex A – Certificate of Prize Receipt**

1. I the undersigned, \_\_\_\_\_, ID \_\_\_\_\_, hereby acknowledge and represent that I received the Prize in the raffle held by GMT Tech Innovation Ltd. Co., Private Company No. 513062414.
2. I am not an employee nor an immediate family member of the Raffle Holder, GMT Tech Innovation Ltd. Co., the Supervisor, their employees and their family members and the employees of the stores participating in the campaign.

In witness whereof, I have set my hand, today, \_\_\_\_\_: