

THE “STUNNING AWARDS” CONTEST RULES (the “Rules”)

- **NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.**
- **THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH ANY SOCIAL NETWORK PLATFORM (INCLUDING, WITHOUT LIMITATION, FACEBOOK OR TWITTER).**
- **THIS IS A SKILL-BASED CONTEST.**

Important: Please read these rules before entering this Contest. By participating in this Contest, you agree to be bound by these Rules.

1. **SPONSOR**

The Contest is sponsored and held by Wix.com, Ltd. (with its worldwide affiliated companies - “**Wix**” or “**Sponsor**”), having its principal offices at 40 Namal Tel Aviv Street, Tel Aviv, Israel. This Contest is in no way sponsored, endorsed or administered by, or associated with Twitter, Facebook, Instagram or any other social media platform.

2. **ELIGIBILITY**

The Wix Stunning Awards Contest (the “**Contest**”) is open only to persons (“**Participant/s**”) who (i) are legal residents and are physically located and reside in a jurisdiction in which this type of contest is permitted, (ii) have reached the age of majority in their jurisdiction of residence at the time of entry, and (iii) who own a website created on the [Wix platform](#) and which is live and published and conforms to Wix’s [Privacy Policy](#) and [Terms of Use](#) (the “**Wix Website**”). Employees of Sponsor, and its parent, affiliates, subsidiaries, advertising and promotion agencies, distributors and other prize suppliers, directors, officers, and each of their immediate family members and/or those living in the same household of each are not eligible to enter the Contest. Void where prohibited by law.

3. **ENTRY PERIOD**

Entries can be submitted from 12:00am EST March 8, 2017, until 12:00am EST March 16, 2017 (the “**Entry Period**”).

4. **HOW TO ENTER**

- 4.1. These Contest Rules will be available on the official Wix Stunning Awards Contest page which can be found here: <http://www.wix.com/stunningawards/main> (the “**Contest Website**”).
- 4.2. The Contest is targeted to determine the most creative, original and stunning Wix Website (as defined below) as per the judgment criteria specified in Section 5.2 below.
- 4.3. To participate in the Contest, you must enter the Contest Website and do the following:
 - a) Log in to your Wix platform and select the Wix Website you wish to submit to the Contest. If such selected Wix Website is not yet published, you will have to publish it in order to enter the Contest;
 - b) Complete the submission form available on the Contest Website by completing the

following details: (i) Full name; (ii) Email; (iii) Country of residence; and any other detail which may be required by Sponsor in the submission process (the “**Submission Form**”).

- c) To complete your submission you must agree to these Rules and submit your entry by pressing the ‘Submit’ button.
- 4.4. Upon successfully completing a submission in accordance with the foregoing requirements and these Rules, you shall be considered as submitting an entry into the Contest (“**Entry**” or “**Entries**”). Sponsor has no obligation to advise an entrant of an incomplete or otherwise non-compliant Entry. Proof of submitting an Entry will not be deemed to be proof of receipt by Sponsor.
- 4.5. All Entries must be submitted and received by the Sponsor within the Entry Period and comply with all other requirements set forth in these Rules.
- 4.6. Entries will be deemed to be made by the authorized holder of the Wix Website submitting the Entry, at the time of Entry. In the event of a dispute, the potential winner may be required to provide proof that he or she is the authorized holder of the identified Wix Website account. Once an Entry is submitted by a Participant by clicking the "submit" button, the personal details submitted in the Entry form cannot be revised. However, Participants may update their Wix Website throughout the Entry Period.
- 4.7. During the Entry Period, Sponsor may create a public gallery available at <http://www.wix.com/stunningawards/main/gallery> (the “**Gallery**”), comprised of homepage screen shots of Participants’ Wix Websites, elected as detailed in Section 5.1 below. The Gallery will be designed according to Sponsor sole discretion, and will include homepage screen shots of such Participants which Sponsor elected to be included in the Gallery. The Gallery will display (i) the Wix Website owner’s Full name (as specified in the Submission Form), (ii) a link to such Participant’s Wix Website, (iii) the homepage screen shot thumbnail, (iv) general text introducing each presenting Wix Website and (v) any other component as Sponsor deems fit. Nothing hereunder nor any action of Sponsor shall constitute an obligation or commitment to include any Wix Website in the Gallery. Wix Websites elected to be presented in the Gallery may be presented therein throughout the Contest or for a shorter or longer period, at Wix’s sole discretion.
- 4.8. All Wix Websites elected by Sponsor to be presented in the Gallery shall be awarded the “*2017 Voted Stunning by Wix*” badge stamp (the “**Badge**”) to be attached to such Wix Website’s homepage, all according to Sections 5.1 and 5.3 below. The Gallery shall be open for public view.
- 4.9. Each Participant may submit only one (1) Entry per each Wix Website such Participant is holding.
- 4.10. Entries must not contain content that: (i) is sexually explicit, violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; (ii) promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing) or a particular political agenda; (iii) is obscene or offensive; (iv) defames, misrepresents or contains disparaging remarks about other people or companies; (v) contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others without the proper license or consent; (vi) violate the rights of any other person or entity by using their

names or image, or featuring or referring to any recognizable person, without such person's informed consent thereto; (vii) violates copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media); and/or (viii) violates any law or any legal terms applicable to such Entry, including the terms of use of any social platform media in which the Participant chooses to share his/her Wix Website.

- 4.11. You are not required to "like" or follow Wix on any social network platform or to place any purchase with Wix or pay any fee in order to participate in the Contest or be eligible for a Prize, and any such action will not increase or improve your chances of winning.
- 4.12. Sponsor may run multiple campaigns, contests, sweepstakes or other promotions simultaneously. Entry into one (1) promotion does not constitute entry into any other.
- 4.13. The Sponsor reserves the right to amend these Rules at any time.
- 4.14. SPONSOR RESERVES THE RIGHT TO DISQUALIFY FROM THE CONTEST ANY ENTRY WHICH DOES NOT COMPLY WITH THESE RULES, OR FOR ANY OTHER REASON, AS SPONSOR DEEMS FIT, AT SPONSOR'S SOLE AND ABSOLUTE DISCRETION.

5. **DETERMINING THE WINNERS**

- 5.1. The Contest shall have three (3) winners (the "**Winners**") who will be awarded the prize set forth in Section 6.1 below, and will be elected as follows: (a) a panel of junior judges who are Sponsor's employees and/or representatives will select a list of semifinalists out of all Entries (the "**Stunning List**"). The Participants comprising the Stunning List shall be awarded a Badge and will be presented in the Gallery; and (b) a panel of senior judges who are Sponsor's employees and /or representatives will select out of the Stunning List prepared by the junior judges three (3) Winners.
- 5.2. For purposes of electing the Winners, entries shall be judged based on the Stunningness of the Wix Website (i.e. the structure, design and layout) (34%), the originality of the Wix Website (33%), the creativity of the Wix Website (33%), and as determined by the respective judges at their sole and full discretion.
- 5.3. As of 12:00am EST March 9, 2017, the junior judges panel will review the Entries received and select the Stunning List. Between 12:00am EST on March 16, 2017 and 12:00am EST on March 22, 2017, the senior judges' panel will review the Entries received within the Entry Period and will select the Stunning List and the Winners, respectively, as described in Section 5.1 and 5.2 above (the "**Judgment Period**"). Each Participant selected for the Stunning List shall receive during the Judgment Period an email, announcing their inclusion in the Stunning List and the Gallery, with instruction on how to add the Badge to such Participant's Wix Website homepage. For the avoidance of doubt, Sponsor cannot guarantee the exact time during the Judgment Period in which each Entry will be reviewed, hence any modifications made by a Participant to his/her Wix Website following submission but after the review by the judges, will not be reviewed.
- 5.4. Sponsor reserves the right to issue fewer Prizes, or refrain from issuing any Prize, if there are insufficient valid Entries that meet the criteria or comply with these Rules, or otherwise at Sponsor's sole discretion. Sponsor also reserves the right to award more Prizes, for instance, if

there are ties.

6. PRIZES

- 6.1. Sponsor will award each of the Winners a stunning travel experience of such Winner's choice out of the options below, limited to the sums detailed below, all subject to the terms herein:

6.1.1. **Urban Experience:** Roundtrip flights for the Winner and a friend of such Winner (of Winner's choice) to New York City (or an urban equivalent): up to USD \$2,000 in the aggregate; 4 days, 3 nights' accommodation at a five star hotel (one breakfast included), one room for two (2) persons: up to USD \$4,500; dinner and wine for two (2) at a chef restaurant: up to USD \$1,200 in the aggregate; voucher for the Winner for use at a luxury department store (or equivalent): up to USD \$5,000 in the aggregate; per diem expenses for entire Experience: up to USD \$2,000. **Total ARV of the Urban Experience: up to USD \$14,700.**

6.1.2. **Resort Experience:** Roundtrip flights for the Winner and a friend of such Winner (of Winner's choice) to the Maldives (or a resort equivalent): up to USD \$2,000 in the aggregate; 4 days, 3 nights' accommodation at a five star resort, one room for two (2) persons: up to USD \$9,000; dinner at a chef restaurant: up to USD \$1,000 in the aggregate; voucher for the Winner for use at a spa: up to USD \$1,000; per diem expenses for entire Experience: up to USD \$2,000. **Total ARV of the Resort Experience: up to USD \$15,000;** or

6.1.3. **Adventure Experience:** Roundtrip flights for the Winner and a friend of such Winner (of Winner's choice) to Finland (or an adventure equivalent) : up to USD \$2,000 in the aggregate; 4 days, 3 nights' accommodation at a nature resort or hotel (including a meal), one room for two (2) persons: up to USD \$1,600; voucher for the Winner for skiing or snowboarding at a ski resort, including equipment rental and class: up to USD \$900; per diem expenses for entire Experience: up to USD \$2,000. **Total ARV of the Adventure Experience: up to USD \$6,500.**

(Each, a "Prize", and collectively, the "Prizes")

- 6.2. Sponsor reserves the right to create a behind-the-scenes video featuring the Winner's experience during the elected Prize (the "Documentary").
- 6.3. The Prizes are granted by Sponsor according to Winner's choice and at Sponsor's discretion. Winners and their chosen friends shall provide Sponsor all information and details required for the execution of the Prizes and the Documentary and will sign all documents as reasonably requested by Sponsor in connection thereof. Sponsor shall make commercially reasonable efforts to provide the Prizes but may require certain adjustments and/ or changes, either minor or major, to the elected experience (including, without limitation, its location and/or its related activities) as initially described in Section 6.1 above, due to technical, logistical, legal, procedural, or other relevant requirements presented by either Sponsor or other third parties, or due to constraints and limitations presented by Winners. Each Winner also acknowledges that despite Sponsor's good faith efforts, the Prize as described in Section 6.1 above may not be executed at all due to circumstances beyond Sponsor's control or due to other restraints which will cause the execution of the Prize to be unreasonably costly or extremely difficult to execute. Each Winner acknowledges that his/her refusal to any changes required as a result of the above mentioned, may cause Wix to decline to award him/her the Prize, and to offer such to the next runner-up Participant and Winner hereby waived any claims against the Released Parties (as defined below) in connection therewith.
- 6.4. The Prizes will be scheduled by Sponsor in coordination with the Winners; if a Winner cannot participate at that time, the respective Prize will be forfeited and the second runner up

Participant may be selected as an alternate winner.

- 6.5. Sponsor will provide the Prize details described in Section 6.1 above (subject to the terms and conditions herein) for the actual Winner (and an additional person of such Winner's choice as indicated above). Scope and nature of travel and accommodation shall be dependent on the Prize selected and will be decided and approved solely by Sponsor. Winners shall be responsible for obtaining any relevant personal documentation for themselves and for the person accompany them, passports, visas, travel passes, health insurance, insurance of personal items, vaccines, international driving license, diving license and any other certificate which is personally owned and required for the execution of the Prize, the travel to the destination of the Prize and Documentary, as the case may be.
- 6.6. If special approvals and permits are required for the execution of the Prize and Documentary, including, without limitation, entry permits and other access authorizations, except for Winner's (and their chosen friend's) personal permits and documentation as described in Section 6.4 above, Sponsor shall make commercially reasonable efforts to obtain them, at Sponsor's expense (provided such is reasonable).
- 6.7. Prizes are non-transferable, with no cash redemptions, equivalents or substitutions except at Sponsor's sole and absolute discretion. All aspects related to the execution of the Prize and Documentary, and such other Prize details not specified in these Rules, including timelines, will be determined in Sponsor's sole and absolute discretion, and are subject to change and Winner's approval shall not be required in connection thereto.
- 6.8. The Prizes are awarded "AS IS" and without warranty of any kind, express or implied. Sponsor and Released Parties (as defined below) expressly disclaim all implied warranties of performance, quality, and fitness for a particular purpose or that the Prizes and/or the Documentary will result in any particular outcome.
- 6.9. The Winners will be solely responsible for all federal, state and/or local taxes according to the laws and regulations applicable in each respective Winner's residence, and for any other fees, costs and other arrangements associated with the Prize which are not explicitly provided by Sponsor as set forth herein. The Winners may be required to provide Sponsor with a valid social security number, tax identification number or any other identification details, before the Prizes will be awarded for tax reporting purposes. An IRS Form 1099 or equivalent may be issued in the name of the respective Winner for the actual value of the Prize received. The Winner may further be required to provide Sponsor with additional details relating to the Wix Website, personal details, professional experience and other details as shall be requested by Sponsor.
- 6.10. An unclaimed Prize will be forfeited. Without derogating from the generality of the above, any failure by a Participant to cooperate with Sponsor, claim and collect the Prize, including without limitation due to the schedule and timelines of the Prize determined by Sponsor, the failure of Sponsor to reach a Winner in order to coordinate the Prize details, the failure of a Winner to obtain the appropriate travel documents, to execute any document requested by Sponsor or to otherwise cooperate with Sponsor, or for any other reason whatsoever at Sponsor's reasonable discretion, shall entitle Sponsor the right to refuse to provide the Prize to the said Winner and to offer the Prize to the second runner-up Participant, with no liability to the Sponsor.
- 6.11. Sponsor may conduct a background check to confirm any potential winner's eligibility and compliance with these Rules. By entering, you agree to cooperate reasonably with any such background check. If a background check reveals that a potential winner has engaged in

conduct that could damage the reputation or business of Sponsor, as determined by Sponsor in its discretion, the potential winner may be disqualified and the respective Prize may be awarded to an alternate winner.

7. **WINNER NOTIFICATION AND PRIZE CLAIMING**

- 7.1. Sponsor will announce the potential Winners to the public on or around March 23, 2017, including on Wix's official social media accounts and other public relations channels, and will notify the potential Winner via e-mail (where available) or by any other method as Sponsor sees fit at its discretion. The potential Winner will be required to comply with all further instructions provided by Wix within the timeframe specified. Non-compliance within any indicated time period may result in disqualification and an alternate potential Winner will be selected. Wix assumes no responsibility for undeliverable notifications for any reason whatsoever and the return of any notification as undeliverable will result in disqualification of the Entry and an alternate potential Winner may be selected.
- 7.2. Sponsor has complete discretion over interpretation of the Rules and administration of the Contest. Selection of Winners is at the complete discretion of judges. Decisions of the selection of the Winners will be final.
- 7.3. Each potential Winner may be required to submit an affidavit of eligibility / release of liability / prize acceptance agreement (the "**Prize Acceptance Agreement**"), and return same within the time period specified at notification before being eligible to receive his or her Prize. If such potential winner fails to timely submit a Prize Acceptance Agreement, such potential winner's Entry may be disqualified at Sponsor's sole discretion.

8. **PRIVACY AND CONTEST COMMUNICATIONS**

- 8.1. Except as specifically stated herein, your participation and the personal information collected from Participants during the Contest are subject to Sponsor's [Privacy Policy](#) and [Terms of Use](#). You undertake to comply with any and all applicable federal, state and local laws, rules and regulations.
- 8.2. By entering this Contest, you understand that Sponsor and its third party vendors and advertising or promotion agencies may use your personal information (including email address) for administration of the Contest, the fulfillment of Prize, for marketing purposes and to provide you with information about Sponsor's programs, products, services and special offers. You expressly consent to the use of your information by Sponsor and its advertising or promotion agencies for such purposes.

9. **ENTRY LICENSE AND PUBLICITY RELEASE**

- 9.1. By submitting your Entry to the Contest, you acknowledge and agree to the following:
 - 9.1.1. The review and evaluation process of the Entries by the judges may be recorded, filmed and edited by any of the Authorized Parties (as defined below) (the "**Judgment Materials**").
 - 9.1.2. The Winners will post links and posts on social media platforms, as shall be required by any of the Authorized Parties (defined below), in connection with the Contest and may be filmed, recorded interviewed and/or photographed by any of the Authorized Parties,

before, during and/or after the receipt of the Prizes (“**Contest Materials**”). For the avoidance of doubt, all rights, title and interests, including copyrights and other intellectual property rights, throughout the world, in and to the Judgment Materials and Contest Materials in all formats, are and shall be exclusively owned by the respective Authorized Party.

- 9.1.3. Authorized Parties may use Participants’ name, username, photograph, voice, any other likeness, Entry details and any other communications or comments related to the Contest (collectively: “**Likeness**”), for the purposes detailed below.
- 9.2. By participating in the Contest, you grant Wix and its shareholders, directors, officers, employees and licensees, in their capacity as such (“**Authorized Parties**”) an irrevocable, perpetual, worldwide non-exclusive, royalty-free license to use, reproduce, distribute, display and create derivative works of your Entry and your Wix Website, your Likeness and in the event you are the Winner, of the Prize (or any part thereof, including any photographs of the Winner, or the Winner featured therein and any material filmed for the Documentary) (collectively: the “**Participant’s Material**”) for purposes of: A) promotional purposes, (B) the execution of the Prizes and/or (C) any other purposes related to the Contest and the promotion of the Contest; in any media now or hereafter known, including, but not limited to: (i) publications in print and/or online; (ii) publication on www.wix.com or via any other media or platform (iii) display on the Contest Website and via social media channels of the Sponsor. The foregoing license is only in addition to and shall not derogate from any other license you grant Sponsor with respect to your Wix Website (such as the limited license granted under the Sponsor’s Terms of Use).
- 9.3. For the avoidance of doubt, none of the Authorized Parties shall be under any obligation to promote or publish your Entry or your Wix Website in any way, all of which shall remain at their full discretion.
- 9.4. Any display or publication of any Entry on an Authorized Party’s website or on any other channel (excluding the Gallery), does not indicate in any way that the Participant will be selected as a Winner or has better chances to be selected as a Winner and Authorized Parties will not be required to pay any additional consideration or seek any additional approval in connection with such use.
- 9.5. You hereby consent to Sponsor doing or omitting to do any act that would otherwise infringe your moral rights, privacy rights or publicity rights in the Participant’s Materials, the Judgment Materials, the Contest Materials to the fullest extent permitted by law you waive such rights.
- 9.6. Upon Sponsor’s request, each Participant must be prepared to provide (within seven (7) calendar days of receipt of Sponsor’s request) a signed license agreement authorizing the Authorized Parties to reproduce, distribute, display, and create derivative works of such Participant’s Material in connection with the Contest and promotion of the Contest, in any media now or hereafter known. All license agreements must be in the form provided by Sponsor or satisfactory to Sponsor. Failure to provide such license agreement upon request may result in disqualification at any time during the Contest and selection of an alternate Winner.

10. **INTELLECTUAL PROPERTY**

- 10.1. The Contest Rules, the Contest, the Contest Website, the Gallery (excluding the Wix Websites), the Documentary and all related web pages, content and code created by or on behalf of

Sponsor, are the property of the Sponsor or Sponsor's authorized third parties. The copying or use of any of those materials, associated trademarks or any other intellectual property without the express written consent of its owner is strictly prohibited.

- 10.2. Notwithstanding the foregoing and without derogating from any other provision of these Rules, the Wix Websites presented in the Gallery shall remain in the possession of the respective Wix Website holder, subject to the Wix Terms of Use and the license granted to Sponsor hereunder.

11. **RELEASE**

- 11.1. By participating in the Contest, you agree to release Sponsor and its parent, subsidiaries, affiliates, agents, distributors, licensors, licensees, representatives, attorneys, Prize providers, advertising and promotion agencies, and each of their respective directors, officers, employees, agents, successors and assigns ("**Released Parties**"), from any claims, liability, costs, losses, damages or injuries of any kind arising out of or related directly or indirectly to your participation in the Contest and winning a Prize, including with respect to any deletion or failure to store any Entries and other communications related to the Contest.
- 11.2. You agree that the Released Parties: (i) have neither made nor will be responsible for any warranty, express or implied, in connection with the Contest (including the Prize); (ii) and will not be responsible or liable for any injury that may be caused by the wrongful act of any other person or entity, including Contest Participants, and by any cause whatsoever.
- 11.3. You further understand and agree that all rights under Section 1542 of the Civil Code of California ("Section 1542") and any similar law of any state, province or territory of the United States or of Canada that may be applicable are hereby expressly and forever waived. You acknowledge that Section 1542 provides that: "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."
- 11.4. Upon Sponsor's request, each Participant must be prepared to provide (within seven (7) calendar days of receipt of Sponsor's request) a signed release or consent form from any person who appears, and/or owner of any property featured in certain photographs displayed on such Participant's Wix Website as requested by the Sponsor, and/or from the owner of any material that appears in such specific photograph, authorizing the Authorized Parties to use such photos as stipulated herein. All releases must be in the form provided by Sponsor or satisfactory to Sponsor. Failure to provide such releases upon request may result in disqualification at any time during the Contest and selection of an alternate Winner. For the avoidance of doubt, Sponsor's request to receive releases as aforesaid, or its failure to request the same, shall not (i) constitute a waiver of Sponsor's rights or your undertakings under the Rules or (ii) imply a representation or belief that your Entry complies with the Rules or any applicable laws.

12. **YOUR REPRESENTATIONS, WARRANTIES AND INDEMNITY**

By submitting an Entry into the Contest you represent, warrant, undertake and agree that:

- 12.1. You have read, understand and will follow these Rules.
- 12.2. You have the right and the legal standing to agree to and be bound by these Rules and to

register to the Contest.

- 12.3. You agree to indemnify and hold the Released Parties harmless from any third party claims arising out of or related in any way, directly or indirectly, to your participation in the Contest or acceptance or use of any Prize.
- 12.4. You are solely responsible for your Wix Website and the content presented therein and the consequences of Sponsor using or publishing such content as stipulated herein.
- 12.5. All images and content on your Wix Website were authored by you and you own all rights and title, or otherwise are vested in you and you own all rights and title thereto, and you have (and will continue to have) the full power, title, licenses, consents and authority, as necessary have (and will continue to have) the full power, title, licenses, consents and authority, as necessary, to use such images and content and to participate in the Contest, to comply with the Rules and enable Sponsor to use them as indicated in these Rules. The images and content in your Wix Website do not and will not infringe the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity.
- 12.6. Your Entry does not violate the Rules or any applicable law, and does not contain any content which is unlawful for you to possess, post or disseminate in the country in which you reside, or which would be unlawful for Sponsor to use or possess in connection with the Contest, or which violates any contractual or fiduciary rights, duties, or agreements by which you are bound.

13. **SUSPENSION / MODIFICATION / TERMINATION**

- 13.1. If Sponsor is prevented from continuing with the Contest by any event or cause beyond its control, e.g., events of nature, interference by humans, non-humans or entities unrelated to Sponsor (including but not limited to DDoS attacks, bot/script attacks, or heavy volume use that crashes or severely hinders access to the Contest), acts of government (each a “**Force Majeure**” event or occurrence), Sponsor shall have the right to modify, suspend or terminate the Contest. Additionally, Sponsor shall have the right to suspend, modify or terminate the Contest as may be reasonably required in order to comply with these Rules and any applicable law, or otherwise at Sponsor’s sole discretion.
- 13.2. If the Contest is terminated, the Sponsor, at its sole and absolute discretion and without any obligation, may select the Winners from all eligible Entries received prior to such termination.

14. **TAMPERING**

Sponsor will disqualify any individual that attempts to tamper with or undermine the legitimate operation of the Contest and reserves the right to seek damages (including attorneys’ fees) and other remedies from any such individual to the fullest extent permitted by law.

15. **GOVERNING LAW / LIMITATION OF LIABILITY**

- 15.1. All issues concerning the Contest and these Rules shall be governed by New York law, without giving effect to any choice of law or conflict of law rules that would cause the application of any other state’s laws.
- 15.2. BY ENTERING THE CONTEST, YOU AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY CLAIMS WILL BE LIMITED TO ACTUAL THIRD PARTY,

OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (2) UNDER NO CIRCUMSTANCES WILL YOU BE PERMITTED TO OBTAIN ANY AWARD FOR PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (3) YOU IRREVOCABLY WAIVE ANY RIGHT TO SEEK EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

15.3. YOU UNDERSTAND AND AGREE THAT PARTICIPATION IN THIS CONTEST IS AT YOUR OWN DISCRETION AND RISK. YOU UNDERSTAND THAT SPONSOR MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE RELIABILITY, TIMELINES, AVAILABILITY AND/OR PERFORMANCE OF ANY ELEMENT OF THIS CONTEST OR THE PRIZE AWARDS. SPONSOR AND ITS RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, ADVERTISING AND PROMOTIONAL AGENCIES, AND ALL THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS DISCLAIM ANY LIABILITY FOR DAMAGE TO ANY COMPUTER SYSTEM OR LOSS OF DATA RESULTING FROM ACCESS TO OR THE DOWNLOAD OF INFORMATION OR MATERIALS CONNECTED WITH THE CONTEST.

16. **MANDATORY ARBITRATION / NO CLASS RELIEF**

To the fullest extent permissible by law, with the exception of disputes pertaining to Sponsor's intellectual property rights, ANY DISPUTE BETWEEN YOU AND SPONSOR RELATING TO THE CONTEST SHALL BE REFERRED TO AND FINALLY RESOLVED THROUGH BINDING ARBITRATION ADMINISTERED BY JAMS UNDER THE JAMS STREAMLINED ARBITRATION RULES AND PROCEDURES ON AN INDIVIDUAL BASIS WITH NO CLASS RELIEF. This clause shall be construed as a "written agreement to arbitrate" pursuant to the Federal Arbitration Act.

17. **NAME OF WINNER / RULES REQUESTS**

To receive the name of the Winner, send a stamped self-addressed envelope to: "Contest Winners List", Wix.com, Inc., 500 Terry Francois Blvd, 6th floor San Francisco, CA 94158 (Attn: Kayla Crooks, Operations Manager). Please indicate which Contest Winners List you are requesting (i.e., the name of the Contest).

18. **MISCELLANEOUS**

18.1. All Participants must bear all expenses incurred by them in connection with participation in the Contest (including, without limitation, the costs associated with Internet access).

18.2. Participants submitting documents and/or information to receive a Prize to the Sponsor shall be responsible for their authenticity and accuracy.

18.3. At the request of the Sponsor (in particular, in the event of suspicion of violation of the Rules or the applicable law), Participant must provide a copy of a passport for identification, age confirmation and the reliability of the information provided with the Entry. In case of failure by the Participant to provide the Sponsor with the copies of the passport (in scanned or another

form) within 3 days from the date of the request or revealing the fact of false or incomplete information provided with the Entry or other violation of the Rules or the applicable law, the Sponsor has the right to disqualify the Entry, prohibit such Participant from further participation in the Contest, obtaining of Prize and the further participation in any way in the contests held by the Sponsor.

- 18.4. The invalidity of any provision of these Rules will not affect the validity of any other provision. In the event that any provision of the Rules is determined to be unenforceable, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid provision was not contained here. Sponsor's failure to enforce any term of these Rules will not constitute a waiver.
- 18.5. Sponsor and its respective parent, affiliate and subsidiary companies, agents, and representatives are not responsible for any typographical or other errors in the administration of the Contest, including, but not limited to, errors in any printing or posting of these Rules, the selection and announcement of any Winner, or the distribution of any Prize. You agree to waive any rights to claim ambiguity of these Rules.
- 18.6. Headings are solely for convenience and will not be deemed to affect the meaning of this document.
- 18.7. By entering the Contest, you accept and agree to Wix's [Privacy Policy](#) and [Terms of Use](#), and undertake to comply with any and all applicable federal, state and local laws, rules and regulations.
- 18.8. These Rules and related Contest materials are translated into several languages. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials, and/or the terms and conditions of the Rules in any language, the English version of these Rules shall prevail, govern and control.

//End of Rules//