

## WIX CREATIVEMORNINGS CONTEST RULES (the “Rules”)

- **THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK.**
- **THIS IS A SKILL-BASED CONTEST.**
- **NO PURCHASE NECESSARY**

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. having its principal offices at 40 Namal Tel Aviv Street, Tel Aviv, Israel (with its worldwide affiliated companies - “Wix” or “Sponsor”), This Contest is in no way sponsored, endorsed or administered by, or associated with Facebook.

### 2. **ELIGIBILITY**

2.1. The Wix CreativeMornings Contest (the “Contest”) is open only to individuals (“Participant/s”) who are legal residents and are physically located and reside in a jurisdiction in which this type of contest is permitted; and have reached the age of majority in their jurisdiction of residence at the time of entry; Persons who are residents of in US embargoed countries or such countries that are otherwise prohibited by applicable export controls and sanctions programs to take part in this Contest, are not eligible to participate in the Contest. Employees of Sponsor and CreativeMornings LLC (“CM”), their respective 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.

### 3. **HOW TO ENTER**

3.1. The Contest is targeted to determine which Participant has the best Image and Art (as defined in Sections 3.4, 3.5 below), all as per the judgment criteria specified in section 4.1below.

3.2. Entries may be submitted from the Contest Landing Page which can be found here: <http://www.wix.com/share-your-talent/contest> (the “Contest Page”) and/or from Sponsor's official Facebook page which can be found here: <https://www.facebook.com/wix/home> (the “Wix FB Page”), subject to the entry periods specified below:

- (i) Entries via the Contest Page may be submitted from 09:00:00 A.M. Eastern Time (“ET”) on December 5, 2016, through 11:59:59 P.M. ET on December 31, 2016.
- (ii) Entries via Facebook may be submitted from 7:00:00A.M. ET on December 12, 2016, until 7:00:00 AM ET on December 13, 2016 (the “First Facebook Entry Period”) and from 7:00:00 A.M.ET December 27, 2016, until 7:00:00 AM ET on December 28, 2016 (the “Second Facebook Entry Period”; and both: the “Facebook Entry Periods”).

((i) and (ii) above shall be collectively referred to as the “Entry Period”).

3.3. To enter the Contest, you must submit your Entry, during the Entry Period, as follows:

3.3.1. Entering the Contest via the Contest Page

3.3.1.1. Enter the Contest Page.

3.3.1.2. Fill in the submission form available on the Contest Page by completing the following details: (i) Name; (ii) Email; (iii) Phone number; (iv) country and (v) any other detail which may be required by Sponsor in the submission process.

3.3.1.3. Upload the Image as indicated in the Contest Page.

3.3.1.4. You can add a short paragraph describing yourself, your Image, or any other related input.

3.3.1.5. To complete your submission you must agree to these Rules and submit your entry by pressing the 'Submit' button.

3.3.2. Entering the Contest via Facebook

3.3.2.1. During the Facebook Entry Periods, you must post a comment on the Contest post on the Wix FB Page, containing your Image.

3.3.2.2. You may, at your discretion, add a short paragraph describing yourself, your Wix Store, your product/s, or any other related input.

3.3.2.3. By posting your submission you agree to be bound by these Rules.

3.4. For the purpose of these Rules the term "Image" means a digital file owned by the Participant (and as for which Participant has full, title and ownership rights without any limitation or reservation), depicting and presenting the Art (as defined below), submitted as a JPG, PNG or GIF file only and at a size not larger than 25MB. It is recommended to create the Image file in a 4:3 ratio.

3.5. For the purpose of these Rules the term "Art" means the expression of creativity and imagination in a visual form, including, without limitation, a doodle, sketch, painting, design, photograph and words; (i) the essence of which can be presented within an Image; and (ii) which has been created solely by Participant and as for which Participant has full title and ownership rights, without any limitation or reservation.

3.6. The Images of the Participants and their short description may be presented at a submission gallery which can be found here: <http://www.wix.com/share-your-talent/contest/gallery> (the "**Submission Gallery**") on Facebook and on Sponsor's blogs.

3.7. Upon receipt by Sponsor of your successfully completed submission in accordance with these Rules, you shall be considered as having submitted an entry to the Contest ("**Entry**" or "**Entries**"). An Entry is "received" when the Entry is uploaded to the Contest Page or posted on the Wix FB Page and remains publically viewable and accessible by Wix at least throughout the Entry Period. Proof of submitting an Entry will not be deemed to be proof of receipt by Sponsor.

- 3.8. Sponsor has no obligation to advise you of an incomplete or otherwise non-compliant Entry. You are solely responsible for internet connectivity, software and/or hardware that may be required in order to create and/or submit your Entry.
- 3.9. Entries will be deemed to be made by the person whose email is provided in the submission form submitted via the Contest Page, or, if uploaded to Facebook, by the authorized holder of the Facebook user account submitting the Entry, at the time of submission. In the event of a dispute relating to ownership of the winning Image and Art, Sponsor may require a potential winner to provide proof that he or she is the authorized holder and owner of the Image and the Art depicted in it. Sponsor shall be entitled to use its best judgment, in its sole discretion, to determine the rightful owner of the winning Image and the Art depicted in it, and each Participant hereby remises, releases and discharges the Sponsor, to the fullest extent permitted by law, from all liabilities, obligations, claims and demands whatsoever arising out of any such determination of the rightful owner of the winning Image and the Art depicted in it.
- 3.10. Sponsor may run multiple campaigns, contests, sweepstakes or other promotions simultaneously and Sponsor is not responsible for Entries incorrectly posted on the Contest Page and/or the Wix FB Page.
- 3.11. Entries must not contain any Image 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 images, 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); (viii) contains content that denigrates, disparages or reflects negatively on the Sponsor; and/or (ix) violates any law or any legal terms applicable to such Entry, including the Facebook terms of use of any social platform media in which the Participant chooses to share his/her Image.
- 3.12. Each Participant may submit no more than one (1) Entry on the Contest page and one (1) Entry on Wix FB Page.
- 3.13. You are not required to "like" or follow the Wix FB Page or to pay any entrance fee in order to participate in the Contest or be eligible for the Prizes, and any such action or payment will not increase or improve your chances of winning.
- 3.14. 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.

#### 4. **DETERMINING THE WINNERS**

- 4.1. Entries shall be judged by three (3) Wix representatives and 2 (two) CM representative (together: the "**Judges**"), based on the following judgment criteria relating to the Art: creativity and originality 40%, execution 40%, commercial potential 20%.

- 4.2. By January 2, 2017, the Judges will review all the eligible Entries received during the Entry Period and select 10 Entries as the finalists in the Contest (“**Finalists' List**”), based upon the criteria set forth above. Two (2) out of the Entries submitted via the Wix FB Page shall be chosen for the Finalists' List, one from each Facebook Entry Period (the "**Facebook Winner(s)**")
- 4.3. By January 3, 2017, the Judges will select three (3) Entries out of the Finalists' List as the winning Entries. Subject to verification of eligibility and compliance with the terms of these Rules, the eligible Participants that submitted the winning Entries, as determined by the Judges, will be determined as the official winners of the Contest.
- 4.4. The Contest shall have up to three (3) winners (each, a “**First Prize Winner**”), and two (2) Facebook Winners (collectively the “**Winners**”) who will each be awarded one of the prizes set forth in Section 5 below (the "**Prize/s**"). For the avoidance of doubt, the Facebook Winners are also eligible to receive the First Prize.
- 4.5. Sponsor reserves the right to refrain from issuing any of the Prizes if there are insufficient valid Entries that meet the criteria or comply with these Rules.

## 5. **PRIZES**

- 5.1. Each of the First Prize Winners of this Contest will be awarded the following First Prize (the "**First Prize**"):
  - 5.1.1. An online store created on Wix platform by Wix professionals (the "**Store**"); uniquely tailored for each of the First Prize Winner, and in which several consumer products embedding the respective First Prize Winner's Art (the "**Products**") shall be offered for sale. Wix shall operate and maintain the Store during such period as indicated in Section 5.1.3
  - 5.1.2. The Store shall be optimized by Wix for search engines like Google Search. In addition, Wix and CM shall promote the Store on their social media accounts, their websites and in events that may be held by either of them, at their sole discretion.
  - 5.1.3. Subject to Section 5.1.6 and provided Wix is the holder of the Store, Wix shall produce at its full expense, via selected manufacturer, the first thirty (30) Products that shall be available, and deliver them to the purchasers. All amounts earned from the sale of the first thirty (30) Products shall be transferred to the respective First Prize Winner as indicated in Section 5.1.4. for purchase in the Store.
  - 5.1.4. Winner shall be required to connect to an online payment system provider (such as PayPal) as available on the Wix platform in the Winner's country. Transfer of the sales proceeds via such provider is subject to the approval process conducted by the provider and to the provider's terms of use.

Approximate retail value (“**ARV**”) of the Prize is estimated at \$4,000.

- 5.1.5. All aspects, content, choice and details of the Store, the Products and the promotion of the Products, and any element included in them, including without limitation, any details related to the Products, their manufacturing, design and pricing and the operation of the sale process for the initial 30 Products, shall be decided by Sponsor at its sole discretion

and Winner's approval shall not be required in connection thereto. Manufacture and delivery of the Product shall be made pursuant to the terms and conditions of the selected manufacturer and Sponsor shall have no liability in connection thereto.

- 5.1.6. Upon the earlier of (i) the sale of the first thirty (30) Products; or (ii) the passing of three (3) months as of the public opening of the Store, Wix will transfer each Store to the respective First Prize Winner. Upon such transfer, First Prize Winner shall assume all responsibility and liability for the Store and the Products sold in it, the maintenance of the Store, obtaining the Products from the respective manufacturers and paying for them, the sale and delivery of the Products and any aspect related to the offer of sale of the Products. Notwithstanding the aforesaid, the fees for the Wix Premium account for the Store website shall be paid by Wix for a period of twelve (12) months as of the public opening of the Store. Before transferring the Store the First Prize Winners, Wix will provide the First Prize Winners with the information required for the operation and maintenance of the Store and the production of the Products. At such time, each First Prize Winner shall have full discretion to decide on any aspect related to the Store and/or the Products, including on whether or not to continue to operate the Store, all subject to Wix's Terms of Use. First Prize Winner shall execute all documents necessary or required by Wix, for the transfer of the Store to him/her.
- 5.1.7. All tax and regulatory issues related to the operation and maintenance of the Store and the sale of Products as of the opening and publishing of the Store shall be the sole responsibility of the respective First Prize Winner.
- 5.2. Each of the Facebook Winners will be awarded the following Prize (the "**FB Prize**"): An Amazon gift card in the amount of \$150. Approximate retail value ("**ARV**") of the FB Prize is \$150.
- (The First Prize and the FB Prize collectively: the "**Prizes**")
- 5.3. The Prizes are non-transferable, with no additional cash redemptions, equivalents or substitutions except at Sponsor's sole and absolute discretion. All Prizes' details not specified in these Rules will be determined in Sponsor's sole and absolute discretion. The FB Prizes shall also be subject to such limitations and provisions as indicated by Amazon. Terms related to the manufacturing of the Products shall be as indicated by manufacturer and Released Parties shall have no liability in connection thereto.
- 5.4. The Prizes are awarded "AS IS" and without warranty of any kind, express or implied, by operation of law or otherwise. Sponsor and Released Parties expressly disclaim all implied warranties of performance, quality, merchantability and fitness for a particular purpose or that that the Products shall be actually sold. Sponsor does not endorse any privacy policies or terms of service, licenses or warranties for the Prizes.
- 5.5. Sponsor reserves the right to substitute each of the Prizes (or any portion thereof) with a prize of comparable or greater value in its sole and absolute discretion.
- 5.6. Without derogating from the generality of the above, any failure by a Winner to claim and collect their Prize (including without limitation a Winner's inability to adhere to the schedules and timelines set for the creation of the Store and production of the Products), the failure of Sponsor to reach any of the Winners in order to coordinate the Prize details, the failure of a

Winner to execute any document requested by Sponsor or to otherwise cooperate with Sponsor as required, or for any other reason whatsoever at Sponsor's reasonable discretion, shall not result in any liability to the Sponsor. Under the aforementioned circumstances, Sponsor reserves the right to refuse to provide a Prize to the said respective Winner and either forfeit the respective Prize or grant it to the runner-up contestant, at Sponsor's sole discretion.

- 5.7. 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 the Sponsor as determined by Sponsor in its discretion, the potential winner may be disqualified and the respective Prize may be awarded to the runner up contestant.

## 6. **WINNERS NOTIFICATIONS AND PRIZE CLAIMING**

### 6.1. Notifications

6.1.1. Sponsor will notify the potential First Prize Winner about the win by January 5, 2017, by email or by any other method as Sponsor sees fit at its discretion.

6.1.2. Sponsor will notify the potential Facebook Winner among those who entered Contest during the First Facebook Entry Period, about their win, on December 14, 2016, via a reply post to the post of such potential winner or by any other method as Sponsor sees fit at its discretion.

6.1.3. Sponsor will notify the potential Facebook Winner, among those who entered Contest during the Second Facebook Entry Period, about their win, on December 29, 2016, via a reply post to the post of such potential winner or by any other method as Sponsor sees fit at its discretion.

- 6.2. The potential winners will be required to comply with all further instructions provided by Sponsor within the timeframe specified. Non-compliance within any indicated time period may result in disqualification and an alternate potential winner may be selected or the respective Prize may be forfeited, at Sponsor's discretion. Sponsor assumes no responsibility for undeliverable notifications for any reason whatsoever and the return of any notification as undeliverable may result in disqualification of the Entry and selection of an alternate potential winner.

- 6.3. The First Prize Winner and their Stores shall be revealed to the public on or around January 16, 2017 on Sponsor's website and/or social channels, via an email-blast or by any other method as Sponsor sees fit at its discretion.

- 6.4. Wix has complete discretion over interpretation of the Rules and administration of the Contest. Selection of the Winners is at the complete discretion of the Judges.

- 6.5. The potential winners may be required to submit a notarized 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 their Prize. If a potential winner fails to timely submit a Prize Acceptance Agreement, their Entry may be disqualified at Sponsor's sole and absolute discretion and an alternate potential winner may be selected.

7. **PRIVACY AND CONTEST COMMUNICATIONS**

- 7.1. Except as specifically stated herein, your participation and the personal information collected from you during the Contest are subject to Sponsor's Privacy Policy and Terms of Use.
- 7.2. By entering this Contest, you understand that Sponsor, CM, each of their third party vendors and their advertising and/or promotion agencies, may use your personal information (including email address) for administration of the Contest, the fulfillment of the Prizes and as described in Section 8.2. You expressly consent to the use of your information by Sponsor and each of their advertising or promotion agencies for such purposes.

8. **ENTRY LICENSE AND PUBLICITY RELEASE**

- 8.1. You acknowledge and confirm that Sponsor may feature your Entry (including you Image and your short description) on the Submission Gallery, in a position/location determined at Sponsor's sole discretion. Viewers of the Submission Gallery shall have the right to view the Image of each Entry.
- 8.2. By participating in the Contest, you grant each of CM, Wix and their respective shareholders and licensees ("**Authorized Parties**") an irrevocable, perpetual, worldwide non-exclusive, royalty-free license to use and exploit, including without limitation to display, edit, modify reproduce, distribute, broadcast, publish, print, perform and create derivative works (as applicable), on their own or as part of any Product, of (i) your Image and/or any element thereof (including, without limitation, your Art) or any other image containing your Art; (ii) your Entry details or any part thereof; and (iii) Any Store Elements (as defined in section 11.8 below); and (vi) your name, image, voice and/or any other likeness; (collectively the "**Participant Materials**") and the Sponsor's Created Materials (as defined below); each and all for: (A) promotional purposes (including in any events organized by any of the Authorized Parties), (B) the manufacturing, delivery, sale and marketing of the Products, either by the Authorized Parties or by subcontractors of the Authorized parties (C) the creation and maintenance of a Store and/or (D) any other purposes related to this Contest and the Prize; on any Product, on any online channel (including, without limitation, on social media networks, email newsletters, blogs and dedicated websites) in any form, and on any public relations channels online or otherwise, all whether controlled by Wix or by third parties and without the need for any advance approval or consent from you. The foregoing license is only in addition to and shall not derogate from any other license you grant Sponsor with respect to your Entry (including the license granted under the Terms of Use).
- 8.3. Without derogating from section 8.2 above, Winners of the Contest may be filmed, recorded, interviewed and/or photographed by any of the Authorized Parties in connection with the receipt and use of the Prizes ("**Sponsors' Created 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 Sponsor's Created Materials in all formats, are and shall be exclusively owned by the Sponsor.
- 8.4. For the avoidance of doubt, except as described under Section 5.1.2, none of the Authorized Parties shall be under any obligation to promote or publish your Entry and/or the Image on any specific online channels or on specific timelines and durations, all of which shall remain at Sponsor's full discretion; For the avoidance of doubt, Sponsor shall be entitled to cease all or part of the promotion of a Store, at any time and for any reason, without any requirement to notify the respective Winner.

- 8.5. Any display or publication of any Entry on an Authorized Party's website or on any other channels and/or any other usage as aforesaid, 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.
- 8.6. You hereby consent to Sponsor and CM doing or omitting to do any act that would otherwise infringe your moral rights, privacy rights or publicity rights, and you further remise, release and discharge the Authorized Parties, to the fullest extent permitted by law, from all liabilities, obligations, claims and demands whatsoever arising out of Authorized Parties' use of your Participant Materials and/or the Sponsor's Created Materials as stipulated herein.
- 8.7. 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 print, reproduce, distribute, display, and create derivative works of your Participant Materials (or part thereof) in connection with the Contest as stipulated herein. 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 potential winner in case the refusal is communicated by a Winner.

9. **INTELLECTUAL PROPERTY**

The Contest Rules, the Contest, Wix FB Page, the Contest Page, all related web pages, content and code are the property of the Sponsor. 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. **RELEASE**

- 10.1. By participating in the Contest, you agree to release in perpetuity CM, Wix, and each of their respective parent, subsidiaries, affiliates, agents, distributors, licensors, licensees, representatives, attorneys, Prize manufacturers and issuers, advertising and promotion agencies, and each of their directors, officers, employees, agents, successors and assigns, as well as Facebook, Inc. (collectively – the “**Released Parties**”), from any claims, demands, liability, costs, losses, damages or injuries of any kind arising out of or related directly or indirectly to your participation in the Contest, your Image, your Art, the Store and the Products, including, without limitation with respect to claims of copyright or trademark infringement, false endorsement, libel, slander, defamation or infringement of rights of publicity or privacy and any deletion or failure to store any Entries and other communications related to the Contest.
- 10.2. 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 Prizes and the Products); (ii) 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 beyond the control of the Released Parties, and (iii) will not be responsible for lost, late, stolen, garbled, delayed, undelivered, or misdirected entries, for incorrect, inaccurate or incomplete entry information whether caused by a Participant, equipment, or technical malfunction or for any human error, technical error or malfunctions.
- 10.3. You agree that Released Parties are not responsible for any technical, computer, network, typographical, printing, human or other errors relating to or in connection with this Contest,



including, without limitation, errors or problems which may occur in connection with the offer or administration of this Contest, the processing of Entries, the tabulation of scores, the cancellation of games or any errors appearing in any Contest related-materials including, but not limited, to errors in advertising, the Rules, the selection and announcement of the Winners or the quality and/or components of the Store and the Products.

- 10.4. Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, Entries. The Released Parties are not responsible for any problems or technical malfunction of any telephone network, cable, satellite, wireless, Internet Service Provider (ISP) or lines, computer systems, servers, providers, computer equipment, software, malfunctions of wireless devices, wireless service problems, cellular tower equipment, failure of any email or entry to be received on account of technical problems or traffic congestion on the internet or at any website or wireless service congestion, or any combination thereof, including any injury or damage to Participant's or any other person's computer related to or resulting from participation or downloading any materials in this Contest.
- 10.5. 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."
- 10.6. Upon Sponsor's request, each Participant must be prepared to provide (within seven (7) calendar days of receipt of Sponsor's request) a signed release or consent form from any person who appears, and/or owner of any property featured in the Entry displayed in the Entry or the Image, as requested by the Sponsor, and/or from the owner of any material that appears in such specific Entry or the Store, authorizing Wix and its Authorized Parties to use such Entry 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 potential 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.

## 11. **YOUR REPRESENTATIONS, WARRANTIES AND INDEMNITY**

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

- 11.1. You have read, understand and undertake to fully comply with these Rules.
- 11.2. You have the right and the legal standing to agree to and be bound by these Rules and to register to the Contest.
- 11.3. You agree to indemnify, hold harmless and fully release the Released Parties from any and all claims, demands, losses, promises, causes of action and/or liabilities for any injuries, losses, death, or damages of any kind caused, directly or indirectly, in whole or in part by your participation in, or preparation for, the Contest, Contest-related activity and your Entry, or

resulting from the acceptance, possession, quality, use or misuse of a Prize (or any portion thereof), including, without limitation, any aspect related to the Store and the Products.

- 11.4. You are solely responsible for your Entry and your Image and Art presented therein and the consequences of Sponsor using or publishing such Entry and the Image and Art as stipulated herein.
- 11.5. The Entry, including the Image and the Art, was taken and created by you and you own all rights and title and authority, as necessary to participate in the Contest, to Win the Contest, to receive the Prize, to comply with the Rules and grant Sponsor the rights granted in these Rules.
- 11.6. Your Entry and all elements and content that appear in the Image 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.
- 11.7. The Entry, the Image and the Art do not violate the Rules or any applicable federal, state and local laws, rules and regulations 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;
- 11.8. Should you win the First Prize in the Contest:
  - 11.8.1. In order to qualify for the First Prize, you undertake to fully cooperate with Sponsor in connection with the production, promotion and publication of the Store and the Products, be available for interviews, and provide information and access to any and all elements featured within the Store and/or as required for the manufacturing of the Products, which Sponsor may need in connection thereto (the "**Store Element(s)**"). Should the incorporation of any Store Element and its display require the consent of any third party, you shall be responsible to (i) inform Sponsor of the need to such consent and (ii) obtain such consent in writing.
  - 11.8.2. You undertake to provide Sponsor with additional details relating to your Entry, including your personal details and biography and other details as shall be reasonably requested by the Sponsor.
  - 11.8.3. You undertake to keep in strict confidence your winning and not disclose to any third party any detail related to the Store, the Products and/or your selection as the winner, until the Store becomes public.
  - 11.8.4. You agree to be solely responsible for all regulatory aspects and all federal, state and/or local taxes according to the laws and regulations applicable in your place of residence, and for any other fees, costs and other arrangements associated with a Prize, with the operation of the Store and the sale of the Products which are not explicitly referred to herein. You may be required to provide Sponsor with a valid social security number, tax identification number or any other identification details, before a Prize will be awarded for tax reporting purposes. An IRS Form 1099 or equivalent may be issued in your name for the actual value of the Prize received.

12. **SUSPENSION / MODIFICATION / TERMINATION**

- 12.1. 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 or the Wix FB Page and Contest Page) and/or acts of government (each a “**Force Majeure**” event or occurrence), Sponsor shall have the right to modify, suspend or terminate the Contest.
- 12.2. Additionally, Sponsor shall have the right to suspend, modify or terminate the Contest for any reason in its sole and absolute discretion and amend the Rules accordingly.
- 12.3. If the Contest is terminated, the Sponsor, in its sole and absolute discretion, may select the potential winners from all eligible Entries received prior to termination.

13. **TAMPERING**

- 13.1. 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.
- 13.2. Any attempt to deliberately damage any website associated with this Contest or undermine the content or legitimate operation of this Contest may be a violation of criminal and civil laws and should such an attempt be made, Sponsor will disqualify any participant responsible for the attempt, and Sponsor and/or its agents reserve the right to seek damages (including attorneys’ fees) and other remedies from any person or persons responsible for the attempt to the fullest extent permitted by law.
- 13.3. Entries generated by a script, macro or other mechanical or automated means will be disqualified.

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

- 14.1. All issues arising out of or relating to the Contest and these Rules, whether in contract or tort, shall be governed exclusively by, and construed in accordance with, the laws of New York, without giving effect to any choice of law or conflict of law rules that would cause the application of any other state’s laws.
- 14.2. 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.
- 14.3. 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,

TIMELINESS, 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.

15. **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.

16. **NAMES OF WINNERS / RULES REQUESTS**

To receive the name of the Winners as of January 16, 2017, send a stamped self-addressed envelope to: "Contest Winners List", Wix.com, Inc., 500 Terry Francois Blvd, 6th floor San Francisco, CA 94158 (Attn: Kasi Sheridan, Operations Manager). Please indicate which Contest Winner you are requesting (i.e., the name of the Contest).

17. **MISCELLANEOUS**

- 17.1. 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).
- 17.2. Participants submitting documents and/or information to receive the respective Prize to the Sponsor shall be responsible for their authenticity and accuracy.
- 17.3. At the request of the Sponsor (in particular, in the event of suspicion of violation of the Rules or the law of the Territory) 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 law of the Territory, the Sponsor has the right to disqualify the Entry, prohibit such Participant from further participation in the Contest, obtaining of Prizes and the further participation in any way in the contests held by the Sponsor.
- 17.4. 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.
- 17.5. Wix computer will be the official clock of the Contest.

- 17.6. Headings are solely for convenience and will not be deemed to affect the meaning of this document.
- 17.7. 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.
- 17.8. All entry data provided via the Facebook platform is provided to Sponsor and not to Facebook. This Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook or Amazon.
- 17.9. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials, Privacy Policy or Terms and Conditions and/or the terms and conditions of the Rules, the Rules shall prevail, govern and control.

//End of Rules//