

WIX STORES 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.**

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 Facebook.

2. ELIGIBILITY

2.1. The Wix Stores Contest (the “Contest”) is open only to persons (“Participant/s”) who:

- (i) are legal residents and are physically located and reside in any one of the jurisdictions listed in Schedule A attached hereto, provided such type of contest is lawfully permitted therein;
- (ii) have reached the age of majority in their jurisdiction of residence at the time of entry;
- (iii) have an active Wix online store, meaning an online store that:
 - (a) was created on Sponsor's platform using the Wix Stores application; and
 - (b) subscribed to any one of the following Wix premium packages: (I) Ecommerce; (II) VIP; (III) Basic Store; (IV) Unlimited Store; or (V) VIP Store; and
 - (c) offers tangible products for purchase (e.g. online stores selling services only are not eligible to participate); and
 - (d) accepts online payments; and
 - (e) conforms to Wix's [Privacy Policy](#) and [Terms of Use](#);(an active Wix online store adhering to all of (a) through (e) above shall be referred to herein as the “Store”).
- (iv) Employees of Sponsor, 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.

2.2. Entries must not contain content and/or offer products for sale that (i) are sexually explicit, violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; (ii) promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing) or a particular political agenda; (iii) are obscene or offensive; (iv) defame, misrepresent or contain disparaging remarks about other people or companies; (v) contain 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) violate 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) contain content that denigrates,

disparages or reflects negatively on the Sponsor; and/or (ix) violate any law or any legal terms applicable to such Entry, including the Facebook terms of service.

3. **HOW TO ENTER**

3.1. The Contest is targeted to determine which Participant has the best combination of great products, sold on the best looking Wix Store, all as per the judgment criteria specified in section 4.1 below.

3.2. Entries may be submitted from the Contest Landing Page which can be found here: <http://www.wix.com/myshaqommercial/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 8 A.M. Eastern Time ("**ET**") on October 25, 2016, through 11:59:59 P.M. ET on November 3, 2016;

(ii) Entries via Facebook may be submitted from 7:00:00A.M. ET on October 27, 2016, until 7:00:00 AM ET on October 28, 2016 (the "**First Facebook Entry Period**") and from 7:00:00 A.M.ET November 1, 2016, until 7:00:00 AM ET on November 2, 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. Sign up on the Contest Page by logging into your Wix account (using your email and password).

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) Wix Store URL; (v) store category; and any other detail which may be required by Sponsor in the submission process.

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

3.3.1.4. 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 a link to the URL of your Wix Store.

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.

- 3.4. 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.
- 3.5. 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.
- 3.6. Entries will be deemed to be made by the person who's 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 Wix Store, Sponsor may require a potential winner to provide proof that he or she is the authorized holder of the identified account or email address, and consequently of the winning Wix Store. Sponsor shall be entitled to use its best judgment, in its sole discretion, to determine the rightful owner of the winning Wix Store, 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 Wix Store by Sponsor. 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.
- 3.7. Each Participant may submit more than one (1) Entry, either via the Contest Page, the Wix FB Page or both.
- 3.8. 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.
- 3.9. 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 Talent (as defined in section 5.1 below) and/or Talent representatives (“**Judges**”), based on the following judgment criteria: in relation to the product being sold in the Store: innovativeness (10%), design and aesthetics (20%), functionality (10%), durability (10%), affordability (10%) and in relation to the Store: quality (10%), creativity and originality (20%), structure and layout (10%).
- 4.2. By November 4, 2016, 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. At least 2 out of the Entries submitted via the Wix FB Page shall be chosen for the Finalists' List (each: a “**Facebook Winner**”), 1 Entry for each Facebook Entry Period.
- 4.3. By November 7, 2016, the Judges will select one (1) Entry out of the Finalists' List as the winning Entry, subject to such Entry adhering to these Rules (“**First Prize Winner**”).

- 4.4. For the avoidance of doubt, Entries may be reviewed by the Judges at any time during the Entry Period and until (and inclusive of) November 7, 2016 (“**Judgment Period**”). Hence, any modifications made by a Participant to his/her Store during the Judgment Period, may or may not be reviewed by the Judges and Sponsor makes no guarantees and/or warranties in this respect.
- 4.5. The Contest shall have one (1) First Prize Winner and two (2) Facebook Winners (as defined below) (collectively: the "**Winners**") who will be awarded 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.
- 4.6. 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. the First Prize Winner of this Contest will be awarded the following First Prize (the "**First Prize**"):
 - 5.1.1. An online commercial produced by Sponsor, at Sponsor’s full expense, featuring a celebrity (“**Talent**”) who will promote the First Prize Winner's product/s available for purchase on his/her Wix Store (the "**Commercial**"). Approximate retail value (“**ARV**”) of the Prize is estimated at \$400.000
- 5.2. Each of the Facebook Winners will be awarded the following Prize (the "**FB Prize**"):
 - 5.2.1. 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. All aspects related to the Commercial, its production, promotion and display, including, without limitation any creative aspects and/or content, shall be decided by Sponsor at its sole discretion and First Prize Winner approval shall not be required in connection thereto.
- 5.4. 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.
- 5.5. 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 the broadcast of the Commercial will result in any particular amount or level of revenue or income. Sponsor does not endorse any privacy policies or terms of service, licenses or warranties for the Prizes.
- 5.6. 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.
- 5.7. 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 production of the Commercial, 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.

- 5.8. 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 on November 7, 2016, 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 October 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.
- 6.1.3. Sponsor will notify the potential Facebook Winner, among those who entered Contest during the Second Facebook Entry Period, about their win, on November 2, 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 shall be revealed to the public on or around December 6 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. Sponsor 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, each of its third party vendors and its advertising and/or promotion agencies, may use your personal information (including email address) for administration of the Contest and the fulfillment of the Prizes. You expressly consent to the use of your information by Sponsor and each of its advertising or promotion agencies for such purposes.

8. **ENTRY LICENSE AND PUBLICITY RELEASE**

- 8.1. By participating in the Contest, you grant each of Wix and each of its shareholders and licensees ("**Authorized Parties**") an irrevocable, perpetual, worldwide non-exclusive, royalty-free license to use, including without limitation to display, edit, modify reproduce, distribute, broadcast, publish, perform and create derivative works (as applicable) of (i) your Store and/or any element thereof (including without limitation domain name, Store name, Store logo, slogans, creative features, written content, products, products' description and prices, videos, and any other detail); (ii) your Entry details or any part thereof; (iii) the winning Store Elements (as defined in section 11.8 below); and (vi) your name, user name, image, voice and/or any other likeness; (collectively the "**Participant Materials**"); each and all for: (A) promotional purposes, (B) the production of the Commercial and/or (C) any other purposes related to this Contest; on any online channel and on any public relations channels online or otherwise, whether controlled by Wix or by third parties (including, without limitation, any social channel) 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).
- 8.2. For the purpose of creating promotional materials for the Contest prior to its launch, Wix has contracted certain registered Store owners in advance of the Contest ("**Store Owners**"). Such Store Owners have agreed to participate in the Contest and allow Wix to use their Store in Wix's promotional materials relating to the Contest, and have furthermore consented to Wix modifying their site to better suit Wix's marketing objectives. For the avoidance of doubt, any modifications made to the Stores of the Store Owners for marketing purposes as set forth above, were done using the standard tools and features which are available to all Wix registered users who own a Store.
- 8.3. Without derogating from section 8.1 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 ("**Wix 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 Wix Created Materials in all formats, are and shall be exclusively owned by Sponsor.
- 8.4. For the avoidance of doubt, none of the Authorized Parties shall be under any obligation to promote or publish your Entry and/or the Commercial 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 the Commercial, at any time and for any reason, without any requirement to notify the First Prize 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 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 Wix 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 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, the Commercial and 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 the Talent, the Sponsor and each of its 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 and your Store, 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); (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 Commercial.

- 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 Store, 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, your Entry, or resulting

from the acceptance, possession, quality, use or misuse of a Prize (or any portion thereof) including any travel or activity related thereto.

- 11.4. You are solely responsible for your Entry and your Store presented therein and the consequences of Sponsor using or publishing such Entry and the Store as stipulated herein.
- 11.5. The Entry was taken or created by you and you own all rights and title, or otherwise have (and will continue to have) the full power, title, licenses, consents and authority, as necessary to participate in the Contest, to comply with the Rules and enable Sponsor, to use it as indicated in these Rules.
- 11.6. Your Entry and all elements and content that appear in your Store 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 and your Store 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 Commercial, be available for interviews, and provide information and access to any and all elements featured within the Store, which Sponsor may need in connection thereto, such as products, products' description and prices, logos, slogans, content, photos, videos, creative features domain name store name etc. (the "**Store Element(s)**"). Should the incorporation of any Store Element in the Commercial 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 Commercial and/or your selection as the winner, until the Commercial airs online publicly.
 - 11.8.4. You undertake to maintain your Wix Store active and operating on the Wix platform for a period of at least six (6) months as of the public release of the Commercial.
- 11.9. Should you win any of the Prizes in the Contest
 - 11.9.1. You agree to be solely responsible for 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 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, the Wix FB Page, Contest Post, the LP and/or Facebook.com) 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.
- 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 December 6, 2016, 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. Sponsor's 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//

Schedule A
List of Jurisdictions

1. United Kingdom
2. Australia
3. New Zealand
4. Israel
5. United States
6. Canada
7. Chile
8. Spain
9. Argentina
10. Colombia
11. Mexico
12. Brazil
13. France
14. Canada