

THE “CAPTURE YOUR DREAM PHOTO” 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 Capture Your Dream Photo 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, (iii) who have a website created on the [Wix platform](#) and which is published and conforms to Wix’s [Privacy Policy](#) and [Terms of Use](#) (the “**Wix Portfolio**”), and (iv) their Wix Portfolio includes only photographs created by Participant and to which Participant owns all rights and title. 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 February 22, 2017, until 12:00am EST March 9, 2017 (the “**Entry Period**”).

4. **HOW TO ENTER**

- 4.1. These Contest Rules will be available on the official Wix Capture Your Dream Photo Photography Contest page which can be found here: www.wix.com/wix-photography/dreamphoto (the “**Contest Website**”).
- 4.2. The Contest is targeted to determine the most creative, original and stunning Dream Shoot (as defined below) and Wix Portfolio, 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 account and select the Wix Portfolio you wish to submit to the Contest. If such selected Wix Portfolio is not yet published, you will have to publish it in order to enter the Contest;

- b) Describe your dream shoot in the designated space. You may include location, shooting objects, photography equipment required and technique, time of year or of the day, as the case may be. You may also, if space allows, describe yourself, your work, your inspiration or any other input relating to your dream. You will also be able to include a link to one sketch, inspirational image or any other format to illustrate your idea. (Collectively, the “**Dream Shoot**”). For the avoidance of doubt, it is your responsibility to verify that any such file linked is shared with and accessible by Sponsor. Files not accessible by Sponsor shall not be viewed. You will not include any viruses, bugs or malicious files.
 - c) Complete the submission form available on the Contest Website by completing the following details: (i) Full name; (ii) Phone number; (iii) Email; (iv) Country of residence; and any other detail which may be required by Sponsor in the submission process (the “**Submission Form**”).
 - d) 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 Portfolio 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 Portfolio 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 Portfolio website throughout the Entry Period.
- 4.7. During the Entry Period, Sponsor may create a public gallery available at <http://www.wix.com/wix-photography/dreamphoto/submissions-gallery> (the “**Gallery**”), comprised of homepage screen shots of Participants’ Wix Portfolios. 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 Portfolio owner’s Full name (as specified in the Submission Form), (ii) a link to such Participant’s Wix Portfolio, (iii) the homepage screen shot thumbnail, (iv) general text introducing each presenting Wix Portfolio 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 Portfolio in the Gallery. Wix Portfolios 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. Notwithstanding and for the avoidance of doubt, the description provided by you for your Dream Shoot will remain strictly confidential by Sponsor, and will be reviewed, evaluated and processed only by Sponsor and its representatives and subcontractors, for the purposes of this Contest.

- 4.9. Each Participant may submit only one (1) Entry.
- 4.10. Entries must not contain content (either in the respective Wix Portfolio or the Dream Shoot) 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); 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 Portfolio and/or Dream Shoot.
- 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 one (1) winner (the "**Winner**") who will be awarded the prize set forth in Section 6.1 below, and will be chosen as follows: (i) a panel of junior judges who are Sponsor's employees and/or representatives will select a list of potential winners out of all submissions; (ii) a panel of senior judges who are Sponsor's employees and /or representatives will select out of the list prepared by the junior judges a short list of twenty (20) runners-up potential winners (the "**Short List**"); and one (1) Winner out of the Short List.
- 5.2. Entries shall be judged based on the quality, creativity, structure and layout of the Wix Portfolio (33%), the clear vision, planning and structure of the Dream Shoot description provided by such Participant (33%), and creativity and originality of the Dream Shoot description (34%) and as determined by the respective judges at their sole and full discretion.
- 5.3. Between 12:00am EST on March 9, 2017 and 12:00am EST on March 29, 2017, the junior judges' panel, followed by the senior judges' panel, will review the Entries received within the Entry Period and select the Winner, as described in Section 5.1 and 5.2 above ("**Judgment Period**"). 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 Portfolio and/or the Dream Shoot 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 in the event none of the Short List participants' Dream Shoot can be actually produced by reasonable means 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 the Winner, subject to the terms herein, a photography production of the Winner's Dream Shoot, photographed by the Winner, administrated and sponsored by Sponsor, under the direction of a creative director designated by Sponsor (the "**Dream Production**", or the "**Prize**").
- 6.2. Sponsor reserves the right to create, during the Dream Shoot Production, a behind-the-scenes video featuring the Winner's experience on the set (the "**Documentary**").
- 6.3. The Prize is granted by Sponsor and at its discretion. Winner shall provide Sponsor all information and details required for the execution of the Dream Production and the Documentary and will sign all documents as reasonably requested by Sponsor in connection thereof. Sponsor shall make commercially reasonable efforts to produce the Dream Production but may request certain adjustments and/ or changes, either minor or major, to the Dream Shoot (including, without limitation, its location and / or its content) as initially described by the Winner, due to technical, legal, procedural, or other relevant requirements presented by either Sponsor or other third parties. Winner also acknowledges that despite Sponsor's good faith efforts, the Dream Production as contemplated in the description of the Dream Shoot may not be executed at all due to circumstances beyond Sponsor's control or due to budgetary or other restraints which will cause the Dream Production to be unreasonably costly or extremely difficult to execute. The 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 in the Short List and Winner hereby waived any claims against the Released Parties (as defined below) in connection therewith.
- 6.4. The Dream Production and the Documentary will be scheduled by Sponsor in coordination with the Winner; if the Winner cannot participate at that time, the Prizes will be forfeited and the second runner up in the Short List may be selected as an alternate winner.
- 6.5. Sponsor will provide flight tickets and accommodation for the actual Winner, for the duration of the shooting of the Dream Production and Documentary. Scope and nature of travel and accommodation shall be dependent on the Dream Shoot and will be decided and approved solely by Sponsor. Winner shall be responsible for obtaining any relevant personal documentation, passport, visas, travel passes, health insurance, insurance of personal items, vaccines, international driving license, diving license and any other certificate which is personally owned required for the execution of the Dream Production, the travel to the destination of the Dream Production and Documentary, as the case may be.
- 6.6. Photography equipment for the Dream Production will be discussed with Winner and is subject to the approval of Sponsor. If necessary, Sponsor will provide the required (as decided by Sponsor) photography equipment at its expense for the duration of the Dream Production. Such equipment shall remain the property of Sponsor or such third party from whom Sponsor obtained the equipment. Any requests made by Winner with respect to specific production crew and

personnel shall be reviewed by Sponsor and approved (if at all) solely at Sponsor's sole and absolute discretion.

- 6.7. If special approvals and permits are required for the execution of the Dream Production and Documentary, including, without limitation, entry permits, model releases and other access authorizations, but except for Winner's personal permits and documentation as described in Section 5.4 above, Sponsor shall make commercially reasonable efforts to obtain them, at Sponsor's expense (provided such is reasonable).
- 6.8. Prize is non-transferable, with no cash redemptions, equivalents or substitutions except at Sponsor's sole and absolute discretion. All aspects related to the production of the Prize, its promotion and display, 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.
- 6.9. The Prize is 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, merchantability and fitness for a particular purpose or that the Dream Production and/or the Documentary will result in any particular amount or level of revenue or income.
- 6.10. The Winner will be solely responsible for all federal, state and/or local taxes according to the laws and regulations applicable in such 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 Winner may be required to provide Sponsor with a valid social security number, tax identification number or any other identification details, before the Prize will be awarded for tax reporting purposes. An IRS Form 1099 or equivalent may be issued in the name of 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 Portfolio, personal details, professional experience and other details as shall be requested by Sponsor.
- 6.11. 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 the Winner in order to coordinate the Prize details, the failure of the 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 in the Short List, with no liability to the Sponsor.
- 6.12. 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 Prize may be awarded to an alternate winner.

7. WINNER NOTIFICATION AND PRIZE CLAIMING

- 7.1. Sponsor will announce the potential Winner to the public on or around March 31, 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 a Winner 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 Winner 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,

except for the Dream Shoot description upon submission which shall remain confidential (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 Portfolio, your Likeness and in the event you are the Winner, of the Prize (or any part thereof, including the photographs taken by the Winner or of the Winner featured therein and any material filmed for the Documentary) (collectively: the “**Participant's Material**”) for purposes of: A) promotional purposes, (B) the production 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 Portfolio (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 Portfolio 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 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 your 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.
- 9.7. For the avoidance of doubt, the Dream Shoot description included in a participant’s Entry shall remain confidential as described in Section 4.8 above, and shall not be published by Sponsor, except in the event that such is the Winner.

10. **INTELLECTUAL PROPERTY**

- 10.1. The Contest Rules, the Contest, the Contest Website, the Gallery (excluding the Wix Portfolios), the Dream Production and the Documentary and all related web pages (excluding, however, the Dream Shoot description upon submission which will remain with its respective Participant author), 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 Portfolios presented in the Gallery shall remain in the possession of the respective Wix Portfolio holder, subject to the Wix Terms of Use and the license granted to Sponsor hereunder.
- 10.3. It is further notwithstanding, without derogating from any other provision of these Rules, that the Winner will be the copyright owner of the Dream Shoot description and all the Dream Shoot photographs taken by such Winner as part of the Dream Production. Notwithstanding, Sponsor has and shall have the right to edit, crop or otherwise modify the Dream Shoot, the Dream Production and all photographs derived therefrom and other derivatives and to use, publish and promote such, all as detailed herein. For the avoidance of doubt, Sponsor will be the copyright owner of the Documentary and all the photographs and derivatives produced as part of the Documentary.
- 10.4. Notwithstanding to the foregoing, in the event that the winning Dream Shoot shall be subject to any restrictions of use and third party rights resulted from such winning Dream Shoot's nature, Sponsor, Authorized Parties, Winner and any other party relevant to the Dream Production and Documentary shall be subject to the same restrictions and abide thereto.

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 the 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 Portfolio 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 Portfolio and the photographs presented therein and the consequences of Sponsor using or publishing such photographs as stipulated herein.
- 12.5. The photographs on your Wix Portfolio were taken 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 them as indicated in these Rules. The photographs in your Wix Portfolio 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. The Dream Shoot description in your Entry was originated by you, is vested in you and you own all rights and title thereto, or otherwise have (and will continue to have) the full power, title, licenses, consents and authority, as necessary to produce the Dream Shoot described in your Entry under your name, to participate in the Contest, to comply with the Rules and to enable Sponsor to use the Dream Shoot described in your Entry as indicated in these Rules.
- 12.7. 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, may select a Winner 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, 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.

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 the Prizes 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//