

## WIX "SEO BATTLE" CONTEST RULES (the "Rules")

- **THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK, TWITTER, OR GOOGLE.**
- **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. (with its worldwide affiliated companies - "Wix" or "Sponsor"), having its principal offices at 40 Nasal Tel Aviv Street, Tel Aviv, Israel. This Contest is in no way sponsored, endorsed or administered by, or associated with any social channel or Google Inc.

### 2. **ELIGIBILITY TO APPLY**

2.1. The Wix SEO Battle Contest (the "Contest") is open only to SEO agencies (i.e. legal entities or individual professionals that offer, among others, SEO services) ("Participant/s") who (i) if are individuals: (A) are legal residents and are physically located and reside in a jurisdiction in which this type of contest is permitted; and (B) have reached the age of majority in their jurisdiction of residence at the time of entry; or (ii) if are entities - are legally incorporated in a jurisdictions in which this type of contest is permitted for entities. Employees of Sponsor or Moderator (as defined below) and each of their immediate family members and/or those living in the same household of each are not eligible to enter the Contest. Moderator's or Sponsor's respective parent, affiliates, subsidiaries, advertising agencies, entities under Sponsor's Affiliate Program that advertise the Contest and other prize suppliers, directors and officers or Moderator's clients are not eligible to enter the Contest.

2.2. Persons or entities who are (1) residents of or incorporated in US embargoed countries, (2) ordinarily residing or operating in US embargoed countries, or (3) otherwise prohibited by applicable export controls and sanctions programs, are not eligible to participate in the Contest.

### 3. **PURPOSE OF CONTEST**

The Contest is targeted to determine which of the two Battle domains: [www.wixseolovers.com](http://www.wixseolovers.com) and [www.wixseohaters.com](http://www.wixseohaters.com) operated by each of the two Finalists (as defined below), is ranked higher between the two on Google's organic search (excluding local search results), when searching the term "Wix SEO" at the end of the Contest.

### 4. **HOW TO APPLY**

4.1. Entries (as defined below) may be submitted from 08:00 A.M. Eastern Time ("ET") on May 6<sup>th</sup>, 2019, through 08:00 A.M. ET on June 6<sup>th</sup>, 2019 (the "Entry Period").

4.2. Entries may be submitted from the Contest Landing Page which can be found here: [www.wix.com/contest/seo-battle](http://www.wix.com/contest/seo-battle) (the "Contest Page").

- 4.3. To enter the Contest, you must submit your Entry, during the Entry Period, as follows:
- 4.3.1. Enter the Contest Page and fill in the submission form available on the Contest Page by completing the following details: (i) agency name; (ii) contact person name, (iii) email, (iv) whether you are a Wix SEO lover or a Wix SEO hater; and (v) any other detail which may be required by Sponsor in the submission process.
  - 4.3.2. To complete your submission you must agree to these Rules and submit your Entry by pressing the "Submit Now" button.
- 4.4. 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. Proof of submitting an Entry will not be deemed to be proof of receipt by Sponsor or proof of compliance with the Rules. Sponsor does not guarantee a submission will be successfully received by Sponsor.
- 4.5. 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 any Entry.
- 4.6. Entries will be deemed to be made by the person or entity whose email address is provided in the submission form submitted via the Contest Page. Eligibility to become a Finalist may be subject to confirmation that the email address provided in the submission form is owned by the Finalist. In the event of a dispute relating to ownership of an Entry, Sponsor and/or Moderator may require the potential winner to provide proof that they are authorized to act in the name of the respective Participant. Sponsor may run multiple campaigns, contests, sweepstakes or other promotions simultaneously and Sponsor is not responsible for Entries incorrectly posted on the Contest Page.
- 4.7. Each Participant may submit one (1) Entry.
- 4.8. You are not required to “like” or follow the Wix FB Page or any other Sponsor's social network pages or to place any purchase with Wix in order to participate in the Contest or be eligible for the Prize.

## 5. **CHOOSING THE FINALISTS**

- 5.1. An outside professional- Mr. Lukasz Zelezny - shall preside as the Contest Moderator (the "**Moderator**" or "**Judge**")
- 5.2. The Moderator shall review, until June 19<sup>th</sup>, 2019, the Entries of the Participants and shall choose two (2) finalists out of all the Entries (the "**Finalists**"). One of the Finalists will be chosen from those Participants who have indicated they are Wix SEO Lovers and the other Finalist will be chosen from the group of Participants who have indicated they are Wix SEO Haters.
- 5.3. The Finalists will be chosen based on the following criteria:
  - 5.3.1. Rank of agency on google (20%)
  - 5.3.2. Positive online reviews (20%)
  - 5.3.3. Technical Skills (20%)
  - 5.3.4. Quality of Content (20%)

- 5.3.5. Online presence (10%)
- 5.3.6. Number of clients (5%)
- 5.3.7. Years of experience (5%)

5.4. The Moderator may utilize any means at his disposal in order to choose the Finalists, including, without limitation (i) receipt of information from third parties, (ii) conducting interviews with any of the Participants; and (iii) in connection with the determination as for the "Wix SEO Lovers" finalist – consulting with the Sponsor.

5.5. Moderator will notify the Finalists about their nomination prior to July 16, 2019, via e-mail or by any other method as Moderator sees fit at his discretion. Finalists are required to keep their nomination in confidence until the public announcement concerning their nomination as described below.

5.6. Sponsor will announce the Finalists on or around July 16, 2019, on the Contest Page.

5.7. The Finalists may be required to submit a letter of compliance and acknowledgment and return same within the period specified at notification, before being eligible to be nominated as Finalist. If the potential Finalist fails to timely submit such letter, their Entry may be disqualified at Sponsor's sole and absolute discretion and an alternate potential Finalist may be selected.

## 6. CREATING THE WIX BATTLE WEBSITES; GOOGLE ACCOUNTS

- 6.1. The Finalist chosen out the "Wix SEO Lovers" group (the "**Wix Lover Finalist**") will receive from Sponsor the domain: [www.wixseolovers.com](http://www.wixseolovers.com). The Finalist chosen out the "Wix SEO Haters" group (the "**Wix Hater Finalist**") will receive the domain: [www.wixseohaters.com](http://www.wixseohaters.com) (collectively; the "**Battle Domains**").
- 6.2. Sponsor shall commence handing over the respective Battle Domains to the Finalists within 5 days as of the announcement on the Finalists in accordance with section 5.6.
- 6.3. Each Finalist must create their own website (the "**Wix Battle Website(s)**") on the domain they have received from Sponsor. Each Wix Battle Website must comply with the following terms:
  - 6.3.1. The Wix Lover Finalist is required to create the Wix Battle Website on the Sponsor's platform (and subject to the Sponsors Terms of Use, which can be found here: <https://www.wix.com/about/terms-of-use>).
  - 6.3.2. The Wix Hater Finalist is required to create the Wix Battle Website on any platform other than the Sponsor's platform.
  - 6.3.3. The Wix Battle Websites must be created, maintained and promoted in compliance with the Google Webmaster Guidelines published at <https://support.google.com/webmasters/answer/35769?hl=en> (the "Guidelines"). Any activity in violation of the Guidelines may disqualify the Finalist and its respective Entry from participating in the Contest.
  - 6.3.4. In addition to the above, Finalists are prohibited from conducting the activities listed in Exhibit A attached hereto.
  - 6.3.5. The content of the Wix Battle Websites must be in English.

- 6.4. The Wix Battle Website must not contain content that (i) is sexually explicit, violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; (ii) promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing) or a particular political agenda; (iii) is obscene or offensive; (iv) defames, misrepresents or contains disparaging remarks about other people or companies; (v) contains trademarks, logos, tradenames or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others without the proper license or consent; (vi) violates 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 Facebook terms of service.
- 6.5. Finalists are required to publish their Wix Battle Website within two weeks as of the announcement in accordance with section 5.6
- 6.6. In addition, each Finalist must, prior to publishing the respective Wix Battle Website (i) open accounts in Google Analytics and Google Search Console, which will be associated with their Wix Battle Website; and (ii) provide administrative rights to the Moderator's (as defined below) email, which is: [judgewixseobattle@gmail.com](mailto:judgewixseobattle@gmail.com).
- 6.7. It is each Finalist's responsibility to verify that the Wix Battle Website they create is in compliance with any applicable law and does not violate or infringes upon any rights of third parties and that Finalist owns all rights and title, or otherwise has (and will continue to have) the full power, licenses, consents and authority necessary to create and maintain the Wix Battle Website and to include in it the content presented therein.

## 7. **CONDUCT DURING THE INTERIM PERIOD; MODERATOR**

- 7.1. During the period between the announcement of the Finalists and the announcement of the First Prize Winner (as defined below) (the "**Interim Period**") each Finalist:
  - 7.1.1. Shall comply with the Guidelines when promoting their Wix Battle Website.
  - 7.1.2. Shall not engage in any of the activities listed in Exhibit A when promoting their Wix Battle Website;
  - 7.1.3. Shall not interfere in any way with the promotion of the other Wix Battle Website (for the avoidance of doubt, reporting to the Moderator about non-compliance of other Wix Battle Website shall not be deemed as interference);
  - 7.1.4. Shall not change the domain name provided to them by Sponsor; and
  - 7.1.5. Shall not use any then-existing domains to redirect traffic to or from their Wix Battle Website.
- 7.2. In addition, each Finalist shall receive from the Moderator access to a designated folder on Google Docs, in which they will be able to upload the content of their Wix Battle Website, as soon as such content is created. Finalists are not obligated to upload their content. However, in case of any dispute regarding compliance with the Guidelines, Finalists who have been uploading such content shall have the right to use the content of the folder as evidence to the truthfulness of their

claims and in case of dispute, their claims shall supersede the claims of such other parties, unless otherwise demonstrated.

- 7.3. Moderator shall have the right to track the Wix Battle Websites' rankings, and publish, on Sponsor's online channels, their position and/or additional data and statistics about the Wix Battle Websites.
- 7.4. During the Interim Period and no later than September 1<sup>st</sup>, 2019, Sponsor shall transfer to each of the Finalists two hundred and fifty US dollars (US\$250) for expenses which may be incurred during such period by the Finalists (the "**Incentive Sum**").
- 7.5. The Moderator shall be responsible for:
  - 7.5.1. Reviewing, at his sole discretion, the Wix Battle Websites, for non-compliance with the Guidelines and with the terms of Section 0 and this Section 7 (the "**Non-Compliance**");
  - 7.5.2. Determining, at his sole discretion, if a reviewed Wix Battle Website is in violation of the Guidelines, and/or Sections 6 or 7 herein (the "**Non-Complying Website**");
  - 7.5.3. Issuing any notices to the Finalists in connection with Non-Compliance ("**Warning Notification**") and performing any activity in connection with his responsibilities as described in this Section 0;
  - 7.5.4. Deciding on Appeals submitted to him; and
  - 7.5.5. Determining, at his sole discretion, that a Non-Complying Website should be disqualified following Warning Notification that have not been dismissed as described below.
- 7.6. The Moderator may review any Wix Battle Website either at his own initiative or if requested so by any other party.
- 7.7. The Moderator may suspend any review of Non -Compliance, if no sufficient available means are at his disposal in order to determine whether Non-Compliance has occurred. In such event, the respective Wix Battle Website shall be deemed to comply with the Guidelines.
- 7.8. In his review, the Moderator may use any resources and procedures he deems fit. The Moderator may also request to receive additional information from other parties.
- 7.9. If the Moderator reaches the conclusion that a Wix Battle Website is a Non-Complying Website then:
  - 7.9.1. The Moderator shall communicate his decision to the respective Finalist and inform them that their Wix Battle Website is in Non-Compliance by providing a Warning Notification. The Warning Notification shall include the reason for the notice and the timeframe in which the Finalist is required to remedy the non-compliance (which shall be at least 10 business days) provided that as of December 1<sup>st</sup>, the remedy period shall be only 3 business days as of receipt of Moderator's decision and in any event no remedy period shall extended beyond December 18<sup>th</sup>, 2019.
  - 7.9.2. The respective Finalist may appeal the Moderator's Warning Notification within 10 business days as for receipt of notice thereof (the "**Appeal Period**"), provided that as of December 1<sup>st</sup>,

2019, the Appeal Period shall be only 3 business days as of receipt of Moderator's decision and in any event no appeals shall be submitted after December 11, 2019. When appealing, Finalist may provide evidence to the truthfulness of their claims while using an appeal form which will be provided to them by the Moderator.

- 7.9.3. In the event the respective Finalist does not appeal within the Appeal Period and does not remedy the Non –Compliance as instructed, Moderator shall inform Sponsor that such Finalist has been disqualified from the Contest and in such event the Contest shall end, the other Finalist shall be considered the Winner and the disqualified Finalist shall receive such respective amount of the Second Prize equal to the proportion of the number of days as of June 20, 2019 in which the non-complying Finalist has actually participated in the Battle, out of the number of days the Battle is originally meant to last (i.e. 180 days) (the "**Disqualification Amount**"). For example, if disqualification occurred 90 days after June 20, 2019 the disqualified Finalist shall receive 50% of the Second Prize.
- 7.9.4. In the event the Finalist does appeal within the Appeal Period, Moderator shall review the appeal and shall provide a final binding decision once his review is completed. Moderator may use any means at his disposal to review the appeal and reach a decision. The Moderator shall not be required to provide any justification for his decision.
- 7.9.5. In the event the Moderator determines that the appeal should be rejected, he will so notify the Finalist and set the timeframe for remedying the Non Compliance. If the Finalist does not remedy the Non Compliance as instructed, the Finalist shall be disqualified from the Contest. The Moderator shall inform Sponsor of such disqualification and in such event the Contest shall end, the other Finalist shall be considered the Winner and the disqualified Finalist shall receive the Disqualification Amount.
- 7.9.6. In any event, after three Warning Notices which have not been dismissed following an appeal, if a Finalist receive a forth Warning Notice (which is not dismissed following an appeal) – then such Finalist shall not have a right to remedy the Non Compliance and shall be automatically disqualified from the Contest. In such event the Contest shall end, the other Finalist shall be considered the Winner and the disqualified finalist shall receive the Disqualification Amount.
- 7.10. The Moderator shall have right to take any administrative actions and determine administrative procedures which may be required in order to enforce his powers and responsibilities as described above.
- 7.11. It is each Finalist's responsibility to protect their site from any outside attack or disturbance and neither Sponsor nor Moderator shall be responsible for eliminating such attacks or finding the causes for such attacks.

## 8. **DETERMINING THE WINNER**

- 8.1. The winning Wix Battle Website shall be determined as follows:
  - 8.1.1. On December 19<sup>th</sup>, 2019, at 12:00 PM (noon) ET Moderator will search the query "Wix SEO" via Google Search NYC, New York, via desktop, using Chrome Browser, Incognito mode.

- 8.1.2. Moderator shall record the domain name of the Wix Battle Website that will rank first on Google's organic Search (excluding local search results) and such website shall be deemed to be the first prize winner of the Contest (the "**First Prize Winner**" or the "**Winner**"). The other Finalist shall be deemed the "**Second Prize Winner**".
- 8.2. Determination of First Prize Winner is final and binding subject to any further review as for compliance with the Rules.

9. **PRIZE**

- 9.1. Subject to the terms of these Rules, Sponsor will award the Finalists the following Prizes (the "**Prize(s)**"):
  - 9.1.1. The First Prize Winner shall receive Twenty Five Thousand US Dollars (US\$25,000) (inclusive of any taxes imposed on such amount) (the "**First Prize**").  
  
ARV: Twenty Five Thousand Dollars
  - 9.1.2. The Second Prize Winner shall receive Ten Thousand US Dollars (US\$10,000) (inclusive of any taxes imposed on such amount) (the "**Second Prize**").  
  
ARV: Ten Thousand Dollars
- 9.2. The Prizes (net of any deduction required to be made under applicable law by Sponsor) shall be transferred to the Finalists as shall be decided by the Sponsor.
- 9.3. The Prize is non-transferable, with no equivalents or substitutions except at Sponsor's sole and absolute discretion. All Prize details not specified in these Rules, will be determined in Sponsor's sole and absolute discretion.
- 9.4. Sponsor reserves the right to substitute the Prize (or any portion thereof) with a prize of comparable or greater value in its sole and absolute discretion.
- 9.5. The Finalists may further be required to provide Sponsor with additional details relating to the Entry, their bank account details and other details as shall be reasonably requested by the Sponsor.
- 9.6. The Finalists will be solely responsible for all federal, state and/or local taxes according to the laws and regulations applicable in 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 Finalists 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.
- 9.7. Without derogating from the generality of the above, any failure by the Finalists to claim and collect the Prizes, the failure of the Finalists 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 the Prize to the said Winner and either forfeit the Prize or grant it to the runner-up contestant, at Sponsor's sole discretion.

- 9.8. Sponsor or Moderator may conduct a background/compliance check to confirm any potential Winner's eligibility and compliance with these rules. By entering, you agree to cooperate reasonably with any such background/compliance 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, or has violated the Rules, the potential winner may be disqualified and the Prize may be awarded to the runner up contestant.

10. **WINNER NOTIFICATION AND PRIZE CLAIMING**

- 10.1. Sponsor or Moderator will announce the First Prize Winner on or before January 6<sup>th</sup>, 2020 on the Contest Page. The potential winner will be required to comply with all further instructions provided by Sponsor within the timeframe specified. Non-compliance within any indicated period may result in disqualification and an alternate potential winner will be selected. Sponsor 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.
- 10.2. Sponsor has complete discretion over interpretation of the Rules and administration of the Contest, provided however that the Moderator shall have control over the any issue related to compliance with the Guidelines. In the event Mr. Zelezny is prevented, by any reason, from acting as Moderator, Sponsor shall have the right to replace him, find an alternative mechanism for review of any Non-Compliance or refrain from further reviewing any Non-Compliance issues.
- 10.3. The potential First Prize Winner 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 his or her Prize. If the potential First Prize 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 First Prize Winner may be selected.
- 10.4. Each of the Finalists undertakes, at Sponsor's request, to remove all the content on their Wix Battle Website, after the conclusion of the Contest and to transfer the Battle Domains back to the Sponsor.

11. **PRIVACY AND CONTEST COMMUNICATIONS**

- 11.1. Except as specifically stated herein, your participation and the personal information collected from Participants during the Contest are subject to Sponsor's Privacy Policy. You further undertake to comply with all applicable federal, state and local laws, rules and regulations.
- 11.2. Notwithstanding the aforesaid usage of information shall be limited to the administration, promotion and fulfillment of the Contest.

12. **ENTRY LICENSE AND PUBLICITY RELEASE**

- 12.1. By submitting your Entry to the Contest, you acknowledge and agree that the Authorized Parties (As defined below) may use your business names (or, if you are an individual - your name) and your Wix Battle Website (or any part thereof) should you become a Finalist, and any element appearing in it, your Entry details and any other communications or comments related to the Contest (the "**Participants Material**"), for the administration, promotion and fulfillment of the Contest.



- 12.2. If you become a Finalist, then by participating in the Contest, you grant Wix and its agents (“**Authorized Parties**”) an irrevocable, perpetual, worldwide non-exclusive, royalty-free license to use, link to, display, edit, reproduce, distribute, publish, and create derivative works of any part of the Participants Materials and otherwise use and exploit them, on their own or of any audiovisual or other production; all via the internet (including any social media platform) on any website (whether currently existing or as shall exist in the future), or any other interactive media, and/or any other media currently existing and hereafter developed, without limitation and without payment of any compensation to you or your heirs and successors and without the need for any additional approval or consent from you; for the purposes of (i) advertising and promoting the Contest and/or any products or services of the Sponsor; and/or (ii) any other advertising, marketing, publicizing and promotional purposes in any materials related thereto. The foregoing license is only in addition to and shall not derogate from any other license you grant Sponsor with respect to your Entry.
- 12.3. 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 determined 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.
- 12.4. 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 your Entry and/or you Wix Battle Website, or any materials featured therein, or in any other material produced in the framework of the Contest, or any of the Participant material, including but without limitation, the use of any Likeness, and to the fullest extent permitted by law you waive such rights.
- 12.5. Without derogating from the above, upon Sponsor’s request, each Finalist 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 the Entry (or part thereof) and/or the Wix Battle Website 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 potential winner.

13. **INTELLECTUAL PROPERTY**

The Contest Rules, the Contest, the Contest Page 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.

14. **RELEASE**

- 14.1. By participating in the Contest, you agree to release in perpetuity, the Moderator, the Sponsor and 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 and your Wix Battle Website, 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.

- 14.2. 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.
- 14.3. 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 Winner or the distribution of the Prize.
- 14.4. 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.
- 14.5. 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."
- 14.6. 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 Wix Battle Website as requested by the Sponsor, and/or from the owner of any material that appears in such specific Entry or the Wix Battle Website, authorizing Sponsor and its Authorized Parties use of 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.

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

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

- 15.1. You have read, understand and will follow these Rules.
- 15.2. You have the right and the legal standing to agree to and be bound by these Rules and to register to the Contest.
- 15.3. 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.
- 15.4. You are solely responsible for your Entry and your Wix Battle Website presented therein and the consequences of Sponsor using or publishing such Entry and the Wix Battle Website as stipulated herein.
- 15.5. 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 create the Wix Battle Website, participate in the Contest, to comply with the Rules and enable Sponsor, to use it as indicated in these Rules.
- 15.6. Your Entry, the Wix Battle Website and all elements and contest that appear in your Wix Battle Website do not and will not infringe the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity.
- 15.7. You have complied with the Guidelines in connection with creating, maintaining and promoting your Wix Battle Website.
- 15.8. You will not interfere in any way with the promotion of other Wix Battle Websites that participate in the Contest (for the avoidance of doubt, reporting to the Moderator about non-compliance of other Wix Battle Website shall not be deemed as interference).
- 15.9. The Entry and your Wix Battle Website do not violate the Rules or any applicable law, and do 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.

16. **SUSPENSION / MODIFICATION / TERMINATION**

- 16.1. 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 and the 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.

- 16.2. Additionally, Sponsor shall have the right to suspend, modify or terminate the Contest for the purpose of amending or ending any non-compliance with the Rules and/or the Guidelines or for any other purpose and the Rules shall be amended accordingly.
- 16.3. Except as specified herein, if the Contest is terminated, there shall be no Winner.

17. **TAMPERING**

- 17.1. Sponsor and/or Moderator will have the right to disqualify any Participant that attempts to tamper with or undermine the legitimate operation of the Contest and the Wix Battle Websites participating in the Contest and reserve the right to seek damages (including attorneys’ fees) and other remedies from any such individual to the fullest extent permitted by law.
- 17.2. 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.
- 17.3. Entries generated by a script, macro or other mechanical or automated means will be disqualified.

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

- 18.1. 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.
- 18.2. 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.
- 18.3. 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, MODERATOR AND THEIR

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.

19. **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 OR MODERATOR 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.

20. **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: Kasi Sheridan, Operations Manager). Please indicate which Contest Winner you are requesting (i.e., the name of the Contest).

21. **MISCELLANEOUS**

- 21.1. Without derogating from the fact that no purchase is necessary to compete in the Contest, any voluntary expenses that may be incurred by the Finalists above the Incentive Sum shall be borne by the Finalists. For the avoidance of doubt, Sponsor shall not reimburse and shall not be liable for any costs incurred by the Participants in connection with this Contest and the Wix Battle Website beyond the Incentive Sum.
- 21.2. Participants submitting documents and/or information to receive the Prize to the Sponsor shall be responsible for their authenticity and accuracy.
- 21.3. 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.
- 21.4. 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.

- 21.5. Sponsor's computer will be the official clock of the Contest except in connection with the Search Events, in which case the Moderator's computer shall be the official Clock.
- 21.6. Headings are solely for convenience and will not be deemed to affect the meaning of this document.
- 21.7. By entering the Contest, you acknowledge you have read Wix's Privacy Policy , and undertake to comply with any and all applicable federal, state and local laws, rules and regulations.
- 21.8. 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.

## Exhibit A

1. The usage of unethical Black Hat SEO techniques in a manner which is not in compliance with the Google Guidelines published at <https://support.google.com/webmasters/answer/35769?hl=en>. These include:
  - Keyword Stacking and Keyword Stuffing
  - Tiny Text, Hidden Text, and Hidden Links
  - Cloaking
  - Doorway Pages or Gateway Pages
  - Bait-and-Switch or Page Swapping
  - Duplicate Content or Mirror Site
  - Automatically generated content
  - Spam Blogs
  - Blog Spam or Comment Spam
  - Trackback Spam
  - Pingback Spam
  - Referrer Spam
  - Link Farms, Link Wheels or Link Networks
  - Cybersquatting or Domain Squatting
  - URL Hijacking
  - Social Networking Spam
  - Cookie Stuffing or Cookie Dropping
  - Negative SEO/ Reporting a Competitor
  - Guest Posting Networks
  - Link Manipulation
  - Participating in link schemes
  - Pages with malicious behavior, such as phishing, viruses, trojans, and other malware
  - Sneaky Redirects
  - Scraped Content
  - Participating in affiliate programs without adding sufficient value
  - Abusing rich snippets markup
  - Sending automated queries to Google

//End of Rules//