

THE WIX “STUNNING AWARDS” 2018 CONTEST OFFICIAL RULES (the “Rules”)

- **THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH ANY SOCIAL MEDIA PLATFORM.**
- **THIS IS A SKILL-BASED CONTEST. VOID WHERE PROHIBITED.**

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 Stunning Awards 2018 Contest (the “Contest”) is sponsored and administered 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 any Social media platform.

2. **ELIGIBILITY**

The Wix Stunning Awards Contest (the “Contest”) is open only to persons (“Participant/s”) who: (i) are legal residents and are physically located and reside in a jurisdiction in which this type of contest is permitted; and (ii) are at least eighteen (18) years of age, or have reached the age of majority in his or her jurisdiction of residence at the time of entry, and (iii) who own a website created on the [Wix platform](#) and which is live and published and conforms to Wix’s [Privacy Policy](#) and [Terms of Use](#) (the “Wix Website”). Employees of Sponsor and their respective parent, affiliates, subsidiaries, advertising and promotion agencies, distributors and other prize suppliers, directors, officers, and each of their immediate family members and/or those living in the same household of each are not eligible to enter the Contest. This Contest is void where prohibited by law.

3. **ENTRY PERIOD**

Entries can be submitted from 12:00am EST August 13, 2018, until 11:59pm EST August 20, 2018 (the “Entry Period”).

4. **HOW TO ENTER**

4.1. The Contest will determine the most creative, original and stunning Wix Website (according to the Judgment Criteria specified in Section 5 below).

4.2. To enter the Contest, you must do the following:

4.2.1. Enter the Contest page available at <https://www.wix.com/stunningawards/home> (the “Contest Page”), log in to the Wix platform and select the Wix Website you wish to submit to the Contest. If such selected Wix Website is not yet published, you will have to publish it in order to enter the Contest;

4.2.2. Complete the submission form available on the Contest Website by completing the following details: (i) Creator of the selected Wix Website; (ii) Wix Website category; (iii) Full name; (iv) Email address; and any other detail which may be required by Sponsor in the submission process (the “Submission Form”).

4.2.3. To complete your submission you must agree to these Rules and submit your entry by pressing the ‘Submit’ button.

4.3. Upon successfully completing a submission in accordance with the foregoing requirements and

these Rules, you shall be considered to have submitted an entry to the Contest (“**Entry**” or “**Entries**”). Proof of submitting an Entry will not be deemed to be proof of receipt by Sponsor. The odds of winning depend on the number and quality of Entries received.

- 4.4. For the avoidance of doubt, Participants may enter the Contest via the Contest Page only.
- 4.5. During the Entry Period and Judgment Period (as defined below) Participants must maintain the Wix Website submitted to enter the Contest in substantially the same form as at the time of entry into the Contest.
- 4.6. 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.
- 4.7. Once an Entry is submitted by a Participant by clicking the "submit" button, the personal details submitted in the Entry form cannot be revised. Entries will be deemed to be made by the authorized holder of the Wix Website submitting the Entry, at the time of Entry. In the event of a dispute relating to ownership of a winning Entry, Sponsor may require a potential winner to provide proof that he or she is the authorized holder of the identified Wix Website account. Sponsor is entitled to use its best judgment, in its sole discretion, to determine the rightful owner of the winning Entry, 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 such determination of the rightful owner of the winning Entry by Sponsor. Sponsor may run multiple campaigns, contests, sweepstakes or promotions simultaneously and Sponsor is not responsible for Entries incorrectly submitted on the Contest Page or elsewhere. Entry into one (1) promotion does not constitute entry into any other.
- 4.8. During the Entry Period, Sponsor may create a public gallery available at <https://www.wix.com/stunningawards/home/showcase> (the “**Gallery**”), comprised of homepage screen shots of Participants’ Wix Websites, elected as detailed in Section 5.1 below. The Gallery will be designed according to Sponsor sole discretion, and will include homepage screen shots of such Participants which Sponsor elected to be included in the Gallery. The Gallery will display (i) the Wix Website owner’s Full name (as specified in the Submission Form), (ii) a link to such Participant’s Wix Website, (iii) the homepage screen shot thumbnail, (iv) general text introducing each presenting Wix Website and (v) any other component as Sponsor deems fit. Nothing hereunder nor any action of Sponsor shall constitute an obligation or commitment to include any Wix Website in the Gallery. Wix Websites elected to be presented in the Gallery may be presented therein throughout the Contest or for a shorter or longer period, at Wix’s sole discretion.
- 4.9. All Wix Websites elected by Sponsor to be presented in the Gallery shall be awarded the “*Wix Stunning Awards Finalist*” badge stamp (the “**Badge**”) to be attached to such Wix Website’s homepage, all according to Sections 5.1 and 5.3 below. The Gallery shall be open for public view.
- 4.10. Each Participant may submit only one (1) Entry per each Wix Website such Participant is holding.
- 4.11. Entries to the Contest must not contain content and/or offer products or services 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 terms of use or guidelines of any other social media platform or of any platform in which the Participant chooses to share his/her Wix Website, as the case may be.

- 4.12. You are not required to "like" or follow Wix on any social media pages or to pay any entrance fee in order to participate in the Contest or to be eligible for a Prize (as defined below), and any such action or payment will not increase or improve your chances of winning.
- 4.13. At the request of the Sponsor, Participant must provide a copy of a driver's license or passport for identification, age confirmation and the reliability of the information provided with the Entry, and any other documentation required by Sponsor to verify compliance. In case Participant fails to provide the Sponsor with such documentation within three (3) days from the date of the request, or in case false or incomplete information is provided with the Entry or other violation of the Rules or law, the Sponsor has the right to disqualify the Entry, prohibit such Participant from further participation in the Contest in any way and in any other promotion held by the Sponsor.
- 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 up to three (3) winners (each a "**Winner**" and collectively, the "**Winners**") who will be awarded the Prize described below, and will be elected as follows: (a) a panel of junior judges who are Sponsor's employees and/or representatives will select a list of semifinalists out of all Entries (the "**Stunning List**"). The Participants comprising the Stunning List shall be awarded a Badge and will be presented in the Gallery; and (b) a panel of senior judges who are Sponsor's employees and /or representatives will select out of the Stunning List prepared by the junior judges, up to three (3) Winners.
- 5.2. For purposes of electing the Winners, entries shall be judged based on the Stunningness of the Wix Website (i.e. the structure, design and layout) (34%), the originality of the Wix Website's design (33%), the creativity of the Wix Website (33%), and as determined by the respective judges at their sole and full discretion (the "**Judgment Criteria**"). In the event of a tie, the Entry with the highest score in the originality category will be the Winner. Subject to verification of eligibility and compliance with these Rules, the potential winners will be declared the official winners of the Contest (the "**Winners**").
- 5.3. As of 12:00 am EST August 13, 2018, the junior judges panel will review the Entries received and select the Stunning List. Between 12:00 am EST on August 13, 2018 and 12:00 am EST on

August 26, 2018, the senior judges' panel will review the Entries received within the Entry Period and will select the Stunning List and the Winners, respectively, as described in Section 5.1 and 5.2 above (the "**Judgment Period**"). Each Participant selected for the Stunning List shall receive during the Judgment Period an email, announcing their inclusion in the Stunning List and the Gallery, with instruction on how to add the Badge to such Participant's Wix Website homepage. For the avoidance of doubt, Sponsor cannot guarantee the exact time during the Judgment Period in which an Entry will be reviewed, hence any modifications made by a Participant to his/her Wix Website following submission but after the review by the judges, will not be seen by the Judges and Sponsor makes no guarantees or warranties in this respect.

- 5.4. Sponsor reserves the right to issue fewer Prizes, or refrain from issuing a Prize, if there are insufficient valid Entries that meet the criteria or comply with these Rules or otherwise at Sponsor's sole discretion.

6. **PRIZES**

- 6.1. Sponsor will award each of the Winners an online campaign tailored for each such Winner's business and needs, all subject to the terms herein and to Sponsor's sole discretion (the "**Prize**"). Approximate Retail Value (ARV) of the Prize: up to USD \$25,000.
- 6.2. Sponsor reserves the right to create a behind-the-scenes video featuring the Winner's experience during the elected Prize (the "**Documentary**").
- 6.3. The Prize is awarded "AS IS" and without warranty of any kind, express or implied. Sponsor and the Released Parties (as defined below) expressly disclaim all implied warranties of performance, quality, and fitness for a particular purpose or that the Prizes and/or the Documentary will result in any particular outcome.
- 6.4. The Prize is non-transferable, with no additional cash redemptions, equivalents or substitutions except at Sponsor's sole and absolute discretion. All aspects related to the execution of the Prize and Documentary, and such other Prize details not specified in these Rules, including, without limitation, timelines, will be determined in Sponsor's sole and absolute discretion. Despite Sponsor's good faith efforts, the Prize as contemplated herein may be canceled due to circumstances beyond Sponsor's control or due to budgetary or other restraints which will cause the Prize to be unreasonably costly or difficult to execute (including, without limitation, restraints imposed on Sponsor or Winner). Sponsor reserves the right to substitute any Prize with a prize of comparable or greater value in its sole and absolute discretion.
- 6.5. The Winners will be solely responsible for all federal, state, provincial, 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. Before a Prize will be awarded, its respective Winner may be required to provide Sponsor with a valid social security number, tax identification number or any other identification details, 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.

7. **WINNERS NOTIFICATIONS AND PRIZE CLAIMING**

- 7.1. Sponsor will announce the potential Winners to the public on or around September 3, 2018, including on Wix's official social media accounts and other public relations channels, at Sponsor's discretion, and will notify the potential Winners via e-mail (where applicable) or by

any other method as Sponsor sees fit at its discretion.

- 7.2. 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. Decisions concerning the selection of the Winners will be final.
- 7.3. The potential Winners will be required to comply with all instructions provided by Sponsor within the timeframe specified in Sponsor's notices to potential Winner.
- 7.4. Sponsor may conduct a background check to confirm any potential winner's eligibility and compliance with these Rules (including, without limitation, any testing of products or services promoted and/or sold on participating Sponsor's websites). By entering, you agree to cooperate reasonably with any such background check. If a background check reveals that a potential winner is not in compliance with the requirements hereunder, or 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 runners-up potential winner, or forfeited, at Sponsor's discretion.
- 7.5. The potential Winner shall be required to submit a notarized affidavit of eligibility / assumption of liability and indemnification / prize acceptance agreement (the "**Prize Acceptance Agreement**"), and return same within the time period specified as notified before being eligible to receive her or his Prize.
- 7.6. If a potential winner fails within any indicated time period to (1) respond to any notification or communication of Sponsor; (2) claim and collect their Prize; (3) comply with any request for additional information; (4) cooperate with a background check; (5) timely submit a Prize Acceptance Agreement; or (6) otherwise cooperate with Sponsor as required, Sponsor reserves the right to disqualify the Winner and refuse to provide the respective Prize to such Winner and either forfeit the respective Prize or grant it to a runners-up potential winner, at Sponsor's sole discretion.

8. **PRIVACY AND CONTEST COMMUNICATIONS**

- 8.1. Except as specifically stated herein, participation in the Contest and the personal information collected from Participants during the Contest are subject to Sponsor's Privacy Policy and Terms of Use.
- 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 and for marketing purposes (e.g., 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, and to the use of your Entry by the Judges for judging and fulfillment of Prize purposes.

9. **PUBLICITY RELEASE**

- 9.1. Except where prohibited, and subject to your prior consent (email sufficient), Sponsor may showcase your Entry, name, username, photograph, video and voice recording, any other likeness, and any other communications or comments related to the Contest (collectively, "**Likeness**") for publicity purposes, in any and all Sponsor owned and operated channels, with

credit to you, without payment to you.

- 9.2. Upon Sponsor's request, each Participant will provide (within the timelines specified at such request made by Sponsor) a signed release or consent form from any person who appears, and/or owner of any property featured or displayed in the Entry, as requested by the Sponsor, and/or from the owner of any material that appears in such specific Entry, authorizing Sponsor to use such Entry as stipulated herein. All releases must be in the form provided by Sponsor or satisfactory to Sponsor.

10. INTELLECTUAL PROPERTY

- 10.1. The Contest Rules, the Contest, the Contest Page, and any promotional and marketing materials related thereto and all related web pages, content and code are the property of the Sponsor (except for the Entry). The copying or use of any of those materials, associated trademarks or any other intellectual property without the express written consent of the Sponsor is strictly prohibited
- 10.2. By submitting content to Sponsor, including but not limited to your Entry ("**Participant Content**"), you represent and warrant that you own all rights in and to any Participant Content or otherwise have (and will continue to have) the full power, title, licenses, consents and authority, in and to the Participant Content, as necessary to legally use, publish, transfer or license any and all rights and interests in and to such Participant Content and that it does not infringing upon any third party rights.
- 10.3. For the avoidance of doubt, any use or publication of an Entry or a Participant Content by Sponsor will be subject to (i) the prior consent of such Participant submitting such Entry and/or participant Content (email sufficient), and (ii) credit to such Participant, provided, however, that Sponsor shall be under no obligation to promote or publish any Entry on any specific online channels or on specific timelines and durations, all of which shall remain at Sponsor's full discretion.
- 10.4. Any display or publication of any Entry on Sponsor'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 Sponsor will not be required to pay any additional consideration or seek any additional approval in connection with such use.

11. RELEASE

- 11.1. Subject to Section 10.3 above, by participating in the Contest, you agree to release in perpetuity the Sponsor and each of its respective parent, subsidiaries, affiliates, agents, distributors, suppliers, licensors, licensees, representatives, attorneys, producers, advertising and promotion agencies, and any other relevant social media platform and each of their directors, officers, employees, agents, successors and assigns (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, Contest-related activity, your Entry and your winning a Prize (as the case may be), 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.
- 11.2. Subject to Section 10.3 above, 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, without limitation, with the Prize); (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 or the Winner, 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.

- 11.3. You hereby assume full responsibility towards the Released Parties for Your compliance with applicable laws, regulations and ordinances.
- 11.4. 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 or any errors appearing in any online platform, 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 a Prize.
- 11.5. 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.
- 11.6. 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."

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 undertake to fully comply with these Rules.
- 12.2. You have the right and the legal standing to agree to and be bound by these Rules and to enter and register to the Contest.
- 12.3. You comply with any and all applicable laws, rules and regulations, and you have obtained all necessary permits, consents and approvals to participate in this Contest. You maintain an insurance policy and insurance coverage as appropriate and necessary for the participation

herein.

- 12.4. You agree to indemnify, hold harmless 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, execution, utilization or misuse of a Prize (or any portion thereof within the scope of such Prize), or any activity related thereto.
- 12.5. You are solely responsible for your Entry and your Entry and the consequences of Sponsor using or publishing such Entry as stipulated herein.
- 12.6. The Entry (including, without limitation, your Wix Website) 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.
- 12.7. Your Entry and all elements and content that appear in your Entry 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.
- 12.8. The Entry does not violate the Rules or any applicable federal, state, provincial 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.
- 12.9. Should you win a Prize, you further represent and warrant and agree:
 - 12.9.1. In order to qualify for a Prize, you shall fully cooperate with Sponsor, be available for interviews, and provide information and access to elements featured within your Entry, which Sponsor may need in connection thereto (the “**Entry Element(s)**”). Should the display of any Entry Element 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.
 - 12.9.2. You shall 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.
 - 12.9.3. You shall post links and posts on social media platforms in connection with the Contest as requested by Sponsor. Such posts (i) must not contain false or misleading statements regarding Sponsor, (ii) will comply with any marketing guidelines Sponsor provides to you, and (iii) will comply with all applicable laws, rules and regulations, including without limitation, disclosing the material connection regarding receipt of a Prize from the Contest, in accordance with the Federal Trade Commission’s 16 CFR, Part 255: “Guides Concerning the Use of Endorsements and Testimonials in Advertising” (the “FTC Guides”).
 - 12.9.4. You shall keep in strict confidence your winning and not disclose to any third party any detail related to a Prize and/or your selection as the Winner, until your winning is

announced publicly, as specified in Section 7.1 above.

12.9.5. You shall promptly and fully cooperate with Sponsor in connection with any requests and requirements Sponsor may present you regarding your execution of a Prize and usage of your Participant Content and Likeness, including, without limitation, requests to limit the publication or distribution of the Entry and/or any of the Participant Content or Likeness to any specific media or channels, or to remove the Participant Content or Likeness entirely from any media.

12.9.6. If Winner fails within any indicated time period to comply with Section 12.9 or otherwise cooperate with Sponsor as required, Sponsor reserves the right to disqualify the Winner and refuse to provide the Prize to the Winner and either forfeit the Prize or grant it to a runners-up potential winner, at Sponsor's sole discretion.

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) and/or 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, in its sole and absolute discretion, may select Winners from all eligible Entries received prior to termination, or forfeit any Prize, at its sole discretion.

14. **TAMPERING**

14.1. Sponsor will disqualify any individual that attempts to damage, tamper with or undermine the content or legitimate operation of the Contest.

14.2. 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.

14.3. Entries generated by a script, macro or other mechanical or automated means will be disqualified.

15. **GOVERNING LAW**

15.1. 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 or province's laws.

16. **LIMITATION OF LIABILITY/DISCLAIMER OF WARRANTIES**

- 16.1. 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.
- 16.2. YOU UNDERSTAND AND AGREE THAT THE PRIZE IS 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 PRIZE WILL RESULT IN ANY PARTICULAR AMOUNT OR LEVEL OF REVENUE OR INCOME.
- 16.3. YOU UNDERSTAND AND AGREE THAT PARTICIPATION IN THIS CONTEST (AND, IN CASE YOU ARE A WINNER, YOUR PARTICIPATION AND EXECUTION OF THE PRIZE) IS AT YOUR OWN DISCRETION AND RISK. YOU UNDERSTAND THAT SPONSOR AND RELEASED PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE RELIABILITY, TIMELINESS, AVAILABILITY AND/OR PERFORMANCE OF ANY ELEMENT OF THIS CONTEST OR ANY PRIZE. SPONSOR AND RELEASED PARTIES 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.

17. **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.

18. **NAMES OF WINNERS / 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: Operations Manager). Please indicate which Contest Winner you are requesting (i.e., the name of the Contest). For a copy of these Rules, send a legal-size, self-addressed, stamped envelope to: "Contest Official Rules", Wix.com, Inc., 500 Terry Francois Blvd, 6th floor San Francisco, CA 94158 (Attn: Operations Manager) prior to the end of the Entry Period. Please indicate which Official Rules you are requesting (i.e., the name of the Contest). Vermont residents may omit return postage with Rules requests.

19. **MISCELLANEOUS**

- 19.1. 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).
- 19.2. Participants submitting documents and/or information to receive a Prize to the Sponsor shall be responsible for their authenticity and accuracy.
- 19.3. 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.
- 19.4. Sponsor's computer will be the official clock of the Contest.
- 19.5. Headings are solely for convenience and will not be deemed to affect the meaning of this document.
- 19.6. 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, provincial and local laws, rules and regulations.
- 19.7. 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, Privacy Policy or Terms and Conditions 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//