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#### THE WIX "DISRUPTIVE WORLD" CONTEST

#### **OFFICIAL CONTEST RULES**

- NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.
- DISPUTES RESOLVED BY BINDING ARBITRATION WITH NO CLASS RELIEF.
- THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH TWITTER, FACEBOOK OR ANY OTHER SOCIAL NETWORK PLATFORM.
- 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 Official Rules.

- 1. <u>SPONSOR</u>: The Contest is sponsored and held by Wix.com Ltd. (with its worldwide affiliated companies "Wix"), having its principal offices at 40 HaNamal Street, Tel Aviv, Israel ("Sponsor"). This Contest is in no way sponsored, endorsed or administered by, or associated with any social network (such as Facebook, Twitter or Instagram).
- 1. **ELIGIBILITY**: The "Disruptive World" Contest (the "**Contest**") is open only to (i) persons who are legal residents and are physically located and reside in a jurisdiction in which this type of contest is permitted, and (ii) who have reached the age of majority in their jurisdiction of residence at the time of entry. Employees of Wix, and any of their parent companies, 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 or win. Void where prohibited by law.
- 2. ENTRY PERIOD: The Contest begins on 12:00am EST on January 31, 2017, and ends at 11:59pm EST on February 8, 2017 (the "Entry Period").

### 3. HOW TO ENTER:

- 3.1. To enter the Contest for a chance to win a Prize (as defined in Section Error! Reference source not found 6 below), each participant must:
- 3.1.1. Watch Wix's Big Game extended version commercial available at [*link*] ("Wix Ad") and share the Wix Ad on such Participant's Form Tweet (as defined below), or on such Participant's FB Comment (as defined below), by doing one of the following only:
- 3.1.1.1. Complete and submit the following form tweet (also available at the Contest website located at [LP link] (the "Promotion Website")), in accordance with the instructions below:

"Hey	@Wix!	Felix's	next	biz	should	be		[Extended	version	<i>link</i> ]
#DisruptiveWorld #SB51" (the "Form Tweet").										

The Form Tweet should be completed as follows: (i) replace the blank area with a proposed original and funny next business name for Felix's imaginary business; (ii) maintain the **@Wix Twitter mention**, the hashtags **#DisruptiveWorld #SB51** and the **URL** to Wix's Ad; and (iii) publish the completed tweet via the participant's active Twitter account (the "Entry Tweet"); or

3.1.1.2. Complete and submit a Facebook comment suggesting what would Felix's next business should be (the "FB Comment"). The FB Comment should be posted as a comment to the post published by Sponsor

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- on Sponsor's official Facebook page (<a href="https://www.facebook.com/wix/home">https://www.facebook.com/wix/home</a>) (the "Wix FB Page", and the "Post", respectively). A link to the Post is available at the Promotion Website.
- 3.2. For the avoidance of doubt, a Twitter or Facebook account is required to enter. You must have an open or public Twitter account or a Facebook account to participate. If entered via Twitter, do not use the hashtags #DisruptiveWorld or the combination of hashtags #DisruptiveWorld and #SB51 for unrelated updates, which may cause you to violate Twitter Rules. Participants can use only one Twitter account or one Facebook account to enter the Contest. Any entrant found to be using multiple Twitter or Facebook accounts (or the combination thereof) to enter may be disqualified. Entries that are removed, hidden or deleted from public viewing on Twitter or on Facebook prior to date of winner verification will be disqualified.
- 3.3. Upon successfully completing the steps set forth in Section 3.1 above and in accordance with these Official Rules, you shall be considered as submitting an entry into the Contest ("Entry" or "Entries"). Entries published not in accordance with any of the foregoing will be disqualified from participation in the Contest. Proof of submission is not proof of receipt of Entry by Sponsor.
- 3.4. 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. You are solely responsible for internet connectivity, software and/or hardware that may be required in order to create and/or submit your Entry, including, without limitation, any expenses in connection thereto.
- 3.5. Entries must comply with these Official Rules and the Promotion Website instructions or may be disqualified from the Contest at Sponsor's sole and absolute discretion. All Entries must be submitted and received by the Sponsor within the Entry Period. Multiple Entries in a single day, from the same Twitter or Facebook account (or from both) will be disqualified. An Entry is "received" when the Entry is completed by you on your personal Twitter or Facebook account in accordance with the above instructions, and remains publicly viewable and accessible by Wix at least throughout the Entry Period. Entries will be deemed made by the authorized holder of the relevant Twitter of Facebook account submitting the Entry, at the time of submission. 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 account. Sponsor may run multiple campaigns, contests, sweepstakes or other promotions simultaneously. Entry into one (1) promotion does not constitute entry into any other.
- 3.6. Entries must be relevant to the Contest topic and question. Entries must not contain content that: (i) is sexually explicit, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic; (ii) 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 or other negative reference about other people or companies including Sponsor; (v) infringes the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (vi) features or refers to any recognizable person, without such person's informed consent and signed waiver and release thereto; and/or (vii) violates any law or any legal terms applicable to such Entry, including any relevant applicable terms of Twitter or Facebook, as the case may be. Sponsor reserves the right to reject any Entry that does not meet any of the above criteria, in Sponsor's sole and absolute discretion.
- 3.7. 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, purchase or payment will not increase or improve your chances of winning.
- 3.8. SPONSOR RESERVES THE RIGHT TO DISQUALIFY FROM THE CONTEST ANY ENTRY WHICH DOES NOT COMPLY WITH THESE RULES, OR FOR ANY OTHER REASON, AS SPONSOR DEEMS FIT, AT SPONSOR'S SOLE AND ABSOLUTE DISCRETION.

4. **DETERMINING THE WINNERS:** The Contest shall have up to ten (10) winners (the "Winners"), who will be selected by a panel of judges comprised of Wix employees, based on the creativity (33%), humor (33%) and originality (34%) of the Entry, as determined by the panel at its sole discretion. Sponsor reserves the right to select more or less than ten (10) potential winners or refrain from issuing any Prize, if there are insufficient valid Entries that meet the criteria or comply with these Official Rules, or otherwise at Sponsor's sole discretion. Sponsor also reserves the right to award more Prizes, for instance, if there are ties. Maximum one (1) Prize per person.

## 5. WINNER NOTIFICATION AND PRIZE CLAIMING:

- By 11:59pm EST on February 13, 2017, Sponsor will review all the eligible Entries received within the Entry Period, select and announce the potential Winners to the public, including on one or more Wix's official social media accounts, and will notify the potential Winners via e-mail (where available) and/or: (i) if entered via Twitter, and the potential Winner is a follower of Wix on Twitter, he/she will be contacted via Twitter Direct Message (DM) for verification. The required response to such DM must be received within 3 calendar days (including weekends and holidays) after the initial DM was sent; (ii) if entered via Twitter, and the potential Winner is not a follower of Wix, he/she will be contacted by Wix via a Tweet with a request to follow Wix within 3 calendar days (including weekends and holidays) so he/she may be contacted via DM for verification, in which case section (i) above shall apply, or (iii) if entered via Facebook, the potential winner will be contacted by Wix via such winner's Facebook account through which the Entry was made. 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 Facebook messages or Tweets/DMs resulting from any form of active or passive filtering by Facebook or Twitter or entrant's account settings, or for insufficient space in user's account to receive DMs or Facebook messages. Return of any DM or Facebook messages as undeliverable will result in disqualification and an alternate potential Winner may be selected.
- 5.2. Sponsor has complete discretion over interpretation of the Official Rules and administration of the Contest. Decisions of the Sponsor as to the selection of a Winner will be final.
- 5.3. Each potential Winner may be required to submit an affidavit of eligibility, release of liability or a prize acceptance agreement (the "**Prize Acceptance Release**"), and return same within the time period specified at notification before being eligible to receive his or her Prize. If any of the potential Winners fails to timely submit a Prize Acceptance Release or any other form requested by Sponsor, their Entry may be disqualified at Sponsor's sole discretion.

### **6. PRIZES AND VALUES:**

- 6.1. Sponsor may award up to ten (10) smartphone devices in the amount of USD \$649 each (the "**Prizes**"), which will have an aggregate approximate retail value ("**ARV**") of USD \$6,490.
- 6.2. Sponsor reserves the right to pay the Winner the ARV of the Prize, or award an alternate prize (or gift certificate thereto) of comparable or greater value, at Sponsor's full discretion.
- 6.3. Prizes are non-transferable, with no cash redemptions, equivalents or substitutions except at Sponsor's sole and absolute discretion. All prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion, and are subject to change. All prizes are awarded "AS IS" and without warranty of any kind, express or implied. Sponsor does not endorse any privacy policies or terms of service, licenses or warranties for any of the Prizes. Winners must look solely to the manufacturer or original issuer of a Prize for any warranty on a Prize. A Winner will be solely responsible for all federal, state/provincial and/or local taxes, and for any other fees or costs associated with the Prize. ARV of the prize is based on available information provided to Sponsor and may be reported for tax purposes as required by law. A Winner may be required to provide Sponsor with a valid social security number or tax identification number before the prize

will be awarded for tax reporting purposes. An IRS Form 1099 may be issued in the name of a Winner for the actual value of the prize received. Unclaimed prizes will be forfeited.

## 7. PRIVACY AND CONTEST COMMUNICATIONS:

Personal information collected from entrants during the Contest is subject to Sponsor's Privacy Policy available at <a href="http://www.wix.com/about/privacy">http://www.wix.com/about/privacy</a> and Terms of Use available at <a href="http://www.wix.com/about/terms-of-use">http://www.wix.com/about/terms-of-use</a>. By entering this Contest, you understand that Sponsor, its third party vendors, and its advertising or promotion agencies may use your personal information (including e-mail address of the Winner) for the fulfillment of Prizes, and you expressly consent to the use of your information by Sponsor and its advertising or promotion agencies for such purposes.

## 8. ENTRY LICENSE AND PUBLICITY RELEASE:

- By participating in the Contest, you grant Sponsor and its shareholders and licensees 8.1. ("Authorized Parties") an unrestricted, irrevocable, perpetual, worldwide, sublicensable, non-exclusive, royalty-free license, to use, including without limitation to display, edit, modify reproduce, distribute, broadcast, publish, perform and create derivative works (as applicable), in any media now or hereafter known, of (i) your Entry details or any part thereof; and (ii) your name, user name, image, voice, social networking ID and/or any other likeness and any other statements, communications or comments made by you in connection to the Contest (if and to the extent provided or submitted by you, and/or otherwise made publically available via your Facebook or Twitter account used for the Entry) (collectively the "Participant Materials"), also as it may appear in the Wix Created Materials (as defined below), each and all for: (A) promotional purposes, (B) any other purposes related to this Contest (including, without limitation: to reproduce, distribute, display and create derivative works of your Entries (or any part thereof), or social media posts featuring select Entries in the Contest; publication on www.wix.com, any Wix social media accounts or via any other media) on any online channel and on any public relations channels online or otherwise, whether controlled by Wix or by third parties (including, without limitation, any social channel) and without the need for any advance approval or consent from you. The foregoing license is only in addition to and shall not derogate from any other license you grant Sponsor with respect to your Entry.
- 8.2. Without derogating from section 8.1 above, Winners of the Contest may be filmed, recorded, interviewed and/or photographed by any of the Authorized Parties in connection with the receipt and use of the Prizes ("Wix Created Materials"). For the avoidance of doubt, all rights, title and interests, including copyrights and other intellectual property rights, throughout the world, in and to the Wix Created Materials in all formats, are and shall be exclusively owned by Sponsor.
- 8.3. For the avoidance of doubt, none of the Authorized Parties shall be under any obligation to promote or publish your Entry and/or win on any online channels or on any timelines and durations, all of which shall remain at Sponsor's full discretion.
- 8.4. 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 you will be selected as a Winner or has better chances to be selected as a Winner and Authorized Parties will not be required to pay any additional consideration or seek any additional approval in connection with such use.
- 8.5. You consent to Sponsor doing or omitting to do any act that may result in infringing or violating your moral rights in your Entries, and you hereby explicitly and irrevocably waive any moral right, artist right, privacy right, publicity right or any similar right you may have in any of the above and you further remise, release and discharge the Authorized Parties, to the fullest extent permitted by law, from all liabilities, obligations, claims and demands whatsoever arising out of Authorized Parties' use of your Participant Materials and/or the Wix Created Materials as stipulated herein.

8.6. Upon Sponsor's request, each entrant must be prepared to provide (within seven (7) calendar days of receipt of Sponsor's request) a signed license agreement authorizing the Authorized Parties to reproduce, distribute, display, and create derivative works of your Participant Materials (or part thereof) in connection with the Contest as stipulated herein. All license agreements must be in the form provided by Sponsor or satisfactory to Sponsor. Failure to provide such license agreement upon request may result in disqualification at any time during the Contest and selection of an alternate potential winner in case the refusal is communicated by a Winner.

## 9. INTELLECTUAL PROPERTY:

The Contest Official Rules, the Promotion Website, and all related web pages, content and code are the property of the Sponsor or 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. RELEASE:

- 10.1. By participating in the Contest, you agree to release Facebook Inc., Twitter Inc., Sponsor, their respective 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, including, without limitation with respect to claims of copyright or trademark infringement, false endorsement, libel, slander, defamation or infringement of rights of publicity or privacy and any deletion or failure to store any Entries and other communications related to the Contest.
- 10.2. You agree that the Released Parties: (A) have neither made nor will be responsible for any warranty, express or implied, in connection with the Contest (including Prizes); (B) will not be responsible or liable for any injury that may be caused by the wrongful act of any other person or entity, including Promotion Website users, and by any cause whatsoever beyond the control of the Released Parties, and (iii) will not be responsible for lost, late, stolen, garbled, delayed, undelivered, or misdirected entries, for incorrect, inaccurate or incomplete entry information whether caused by a participant, equipment, or technical malfunction or for any human error, technical error or malfunctions.
- 10.3. You agree that the 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 administration of this Contest, the processing of Entries, or any errors appearing in any Contest related-materials including, but not limited, to errors in advertising, these Official Rules, the selection or announcement of the Winners.
- 10.4. Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, Entries. The Released Parties are not responsible for any problems or technical malfunction of any telephone network, cable, satellite, wireless, Internet Service Provider (ISP) or lines, computer systems, servers, providers, computer equipment, software, malfunctions of wireless devices, wireless service problems, cellular tower equipment, failure of any email or entry to be received on account of technical problems or traffic congestion on the internet or at any website or wireless service congestion, or any combination thereof, including any injury or damage to participant's or any other person's computer related to or resulting from participation or downloading any materials in this Contest.
- 10.5. You further understand and agree that all rights under Section 1542 of the Civil Code of California, USA ("Section 1542") and any similar law of any state, province or territory that may be applicable are hereby expressly and forever waived. You acknowledge that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR

SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

10.6. Upon Sponsor's request, each participant must be prepared to provide (within seven (7) calendar days of receipt of Sponsor's request) a signed release or consent form, as requested by the Sponsor, authorizing Wix and its Authorized Parties to use such Entry as stipulated herein. All releases must be in the form provided by Sponsor or satisfactory to Sponsor. Failure to provide such releases upon request may result in disqualification at any time during the Contest and selection of an alternate potential winner. For the avoidance of doubt, Sponsor's request to receive releases as aforesaid, or its failure to request the same, shall not (i) constitute a waiver of Sponsor's rights or your undertakings under the Rules or (ii) imply a representation or belief that your Entry complies with the Rules or any applicable laws and regulations.

## 11. PARTICIPANTS REPRESENTATIONS, WARRANTIES AND INDEMNITY:

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

- 11.1. You have read, understood and undertook to fully comply with these Official Rules.
- 11.2. You have the right and the legal standing to agree to and be bound by these Official Rules and to participate in this Contest.
- 11.3. You agree to indemnify, hold harmless and fully release the Released Parties from any and all claims, demands, losses, promises, causes of action and/or liabilities for any injuries, losses, death, or damages of any kind caused, directly or indirectly, in whole or in part by your participation in, or preparation for, the Contest, Contest-related activity, your Entry, or resulting from the acceptance, possession, quality, use of a Prize (or any portion thereof) including any activity related thereto, or use or misuse of Wix Ad or Promotion Site. You also agree to indemnify and hold the Released Parties harmless from and against any third party claim, to the extent relating to any breach of any representation, warranty or covenant made by you in your acceptance of these Official Rules.
- 11.4. You are solely responsible for your Entry and the consequences of Sponsor using or publishing such Entry as stipulated herein.
- 11.5. The Entry was taken or created by you and you own all rights and title, to comply with these Official Rules and enable Sponsor, to use it as indicated in these Official Rules.
- 11.6. Your Entry does not and will not infringe any rights of privacy, ownership, publicity or other intellectual property or other rights of any person or entity, including, without limitation, by impersonation, the opening of multiple Twitter or Facebook accounts or otherwise.
- 11.7. The Entry does not violate these Official Rules or any applicable federal, state and local laws, rules and regulations, including, without limitation, any relevant Twitter or Facebook guidelines and rules.
  - 11.8. Should you win a Prize in the Contest:
  - 11.8.1. You undertake to fully cooperate with Sponsor, be available for interviews (if requested by Sponsor), and provide information and access to any and all elements of your Entry which Sponsor may need in connection thereto.
  - 11.8.2. You undertake to provide Sponsor with additional details relating to your Entry, as shall be reasonably requested by the Sponsor.

11.9. Should you win any of the Prizes in this Contest, you agree to be solely responsible for all federal, state and/or local taxes according to the laws and regulations applicable in your place of residence, and for any other fees, costs and other arrangements associated with a Prize which are not explicitly referred to herein. You may be required to provide Sponsor with a valid social security number, tax identification number or any other identification details, before a Prize will be awarded for tax reporting purposes. An IRS Form 1099 or equivalent may be issued in your name for the actual value of the Prize received.

### 12. SUSPENSION / MODIFICATION / TERMINATION:

- 12.1. If Sponsor is prevented from continuing with the Contest by any event or cause beyond its control, e.g., events of nature, interference by humans, non-humans or entities unrelated to Sponsor (including but not limited to DDoS attacks, bot/script attacks, or heavy volume use that crashes or severely hinders access to the Promotion Website, Wix Ad, Wix Twitter account, Twitter Inc., Facebook Inc. and/or Wix FB 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. Additionally, Sponsor shall have the right to suspend, modify or terminate the Contest as may be reasonably required in order to comply with these Official Rules and any applicable law, or otherwise at Sponsor's sole discretion.
- 12.2. If the Contest is terminated, the Sponsor, in its sole and absolute discretion, may select winners from all eligible Entries received prior to such termination.

#### 13. TAMPERING:

Sponsor may 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.

### 14. GOVERNING LAW / LIMITATION OF LIABILITY:

All issues concerning the Contest and these Official Rules shall be governed by the State of New York, USA, law, without giving effect to any choice of law or conflict of law rules that would cause the application of any other state/province laws.

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.

ENTRANTS UNDERSTAND AND AGREE THAT PARTICIPATION IN THIS CONTEST IS AT ENTRANT'S OWN DISCRETION AND RISK. ENTRANTS 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.

Sponsor is not responsible for any changes or unavailability of Facebook and/or Twitter that may interfere with the Contest (including any limitations, restrictions, or conditions on Sponsor's ability to use Facebook and/or Twitter for the Contest as set forth in these Official Rules that are not acceptable to Sponsor) or ability of entrants to timely enter, receive notices or communicate with Sponsor via Facebook and/or Twitter, in which case, Sponsor, in its sole discretion, may terminate or modify the Contest. Your use of Facebook or Twitter is subject to terms and conditions set by Facebook or Twitter, as the case may be.

## 15. MANDATORY ARBITRATION / NO CLASS RELIEF:

To the fullest extent permissible by law, with the exception of disputes pertaining to Sponsor's intellectual property rights, ANY DISPUTE BETWEEN YOU AND SPONSOR RELATING TO THE CONTEST SHALL BE REFERRED TO AND FINALLY RESOLVED THROUGH **BINDING ARBITRATION** ADMINISTERED BY JAMS UNDER THE JAMS STREAMLINED ARBITRATION RULES AND PROCEDURES ON AN INDIVIDUAL BASIS WITH **NO CLASS RELIEF**. This clause shall be construed as a "written agreement to arbitrate" pursuant to the Federal Arbitration Act.

### 16. NAME OF WINNER / OFFICIAL RULES REQUESTS:

To receive the name of the Winners, 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).

#### **MISCELLANEOUS**:

- 16.1. The invalidity of any provision of these Official Rules or the Prize Acceptance Release will not affect the validity of any other provision hereunder. In the event that any provision of the Official Rules or the Prize Acceptance Release 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 were not contained here.
- 16.2. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver.
- 16.3. 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 Official Rules, the selection and announcement of any winner, or the distribution of any prize.
- 16.4. You agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience and will not be deemed to affect the meaning of this document.
- 16.5. By entering the Contest, you accept Sponsor's <u>Privacy Policy</u> and <u>Terms of Use</u>. 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 Official Rules, the Official Rules shall prevail, govern and control.
- 16.6. Participants submitting documents and/or information to receive the respective Prize to the Sponsor shall be responsible for their authenticity and accuracy.
- 16.7. At the request of the Sponsor (in particular, in the event of suspicion of violation of these Official Rules or the law of the Territory) participants 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 such 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 or other violation of these Official 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 Contest held by the Sponsor.											

16.8. Sponsor's computer will be the official clock of the Contest.

//End of Official Rules//