

WIX “TAKE YOUR MUSIC ON TOUR” 2018 CONTEST OFFICIAL RULES (the “Rules”)

- **THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK OR ANY OTHER 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 Wix “Take Your Music on Tour” 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 Facebook.

2. ELIGIBILITY

The Contest is open only to persons (“**Participant/s**”) who: (i) are legal residents and are physically located and reside in the following countries only: USA, Canada, Europe (Albania, Andorra, Armenia, Austria, Azerbaijan, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Greece, Hungary, Iceland, Ireland, Italy, Kazakhstan, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, Ukraine (excluding Crimea), United Kingdom, Vatican City, Brazil, Latin America (defined as Argentina, Colombia, Uruguay, México, Peru, Bolivia, Ecuador, Paraguay, Chile, Guatemala, Panamá, Honduras, Nicaragua, Dominican Republic) Japan or Australia; (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, whichever is greater; (iii) have an active, published Wix website, meaning a website that: (a) was created on Sponsor's platform; (b) conforms to Wix’s [Privacy Policy](#) and [Terms of Use](#) (a “**Wix Website**”), and (c) includes a video of such Participant’s live music performance; (iv) are either a sole musician or a music band of up to six (6) members; and (v) who are not bound by any contract with any music label. Employees of Sponsor and its 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 February 20, 2018, until 11:59pm EST February 27, 2018 (the “**Entry Period**”).

4. HOW TO ENTER

- 4.1. The Contest will determine which Participant has the best combination of great musicianship (e.g. songwriting, music production quality, instrumental and vocal skills), global commercial appeal, stage presence, on the best looking Wix Website, during the Entry Period, all subject to the judgment criteria specified in Section 5 below.

- 4.2. To enter the Contest, you must enter the Contest website which can be found here: <https://www.wix.com/music-tour/home> (the "**Contest Page**"), during the Entry Period, and do the following:
- 4.2.1. Log in to the Wix Platform and select your Wix Website you wish to submit to the Contest. If your 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 Page by completing the selected Wix Website you would like to submit; and any other details which may be required by Sponsor for submission (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. For the avoidance of doubt, Participants may enter the Contest via the Contest Page only. Upon receipt by Sponsor of your successfully completed submission in accordance with these Rules, you shall be considered to have submitted an entry to the Contest ("**Entry**" or "**Entries**"). An Entry is "received" when the Entry is uploaded to the Contest Page and remains accessible by Wix at least throughout the Entry Period. Proof of submitting an Entry will not be deemed to be proof of receipt by Sponsor. The odds of winning depend on the number and quality of Entries received.
- 4.4. During the Entry Period and Judgment Period (as defined below) Participants must maintain the Wix Website used to enter the Contest in substantially the same form as at the time of Entry.
- 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 your Entry.
- 4.6. Entries will be deemed to be made by the person whose Wix Website is provided in the Submission Form submitted via the Contest Page at the time of submission. In the event of a dispute relating to ownership of a winning Wix Website, Sponsor may require a potential winner to provide proof that he or she is the authorized holder of the identified account, and consequently of the winning Wix Website. Sponsor shall be entitled to use its best judgment, in its sole discretion, to determine the rightful owner of the winning Wix Website, and each Participant hereby remises, releases and discharges the Sponsor, to the fullest extent permitted by law, from all liabilities, obligations, claims and demands whatsoever arising out of any such determination of the rightful owner of the winning Wix Website by Sponsor. Sponsor may run multiple campaigns, contests, sweepstakes or other promotions simultaneously and Sponsor is not responsible for Entries incorrectly posted on the Contest Page. Entry into one (1) promotion does not constitute entry into any other
- 4.7. 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 Facebook guidelines (or any other social media platform guidelines, as the case may be).

- 4.8. Each Participant may submit only one (1) Entry for each Wix Website such Participant holds. For the avoidance of doubt, Participants who have more than one Wix Website may submit one (1) Entry for each Wix Website.
- 4.9. 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 the Prize (as defined below), and any such action or payment will not increase or improve your chances of winning.
- 4.10. 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.
- 4.11. 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 WINNER

- 5.1. The Contest shall have one (1) winner (the "**Winner**") who will be awarded the Prize (as defined below), and will be chosen as follows: (i) a panel of junior judges who are Sponsor's employees and/or representatives (the "**Junior Judges**") will select a list of forty (40) potential winners out of all submissions according to the Judging Criteria listed below; (ii) a panel of senior judges who are Sponsor's employees and /or representatives (the "**Senior Judges**") will select out of the list prepared by the Junior Judges a short list of twenty (20) runners-up potential winners (the "**Finalists' List**") according to the Judging Criteria listed below; and (iii) representatives of the Live Nation Developing New Artists program ("**LNDNA**") will select one (1) Winner out of the Finalists' List according to the Judging Criteria listed below (the Junior Judges, Senior Judges and LNDNA, for purposes of determining the Winner, collectively, the "**Judges**").
- 5.2. Entries will be judged based on the following judgment criteria, with respect to each Entry during the Entry Period: (i) musicianship skills (e.g., songwriting skills, music production skills, instrumental and vocal skills etc.) (50%); (ii) global commercial appeal (35%); (iii) stage presence (10%); and (iv) functionality, quality, structure, layout, design and aesthetics of the

Wix Website submitted (5%) (collectively, the “**Judging Criteria**”). In the event of a tie, the Entry with the highest score in the “musicianship” category will be the Winner.

- 5.3. Between 12:00am EST on February 28, 2018 and 11:59pm EST on May 31, 2018, the Judges will review the Entries received within the Entry Period and select the Winner, as described in Section 5.1 and 5.2 above (the “**Judgment Period**”). Sponsor cannot guarantee the exact time during the Judgment Period in which an Entry will be reviewed. During the Judgment Period Participants must maintain the Wix Website used to enter the Contest in substantially the same form as at the time of Entry. Any modifications made by a Participant to his/her Wix Website during the Judgment Period may or may not be seen by the Judges and Sponsor makes no guarantees or warranties in this respect.
- 5.4. Sponsor reserves the right to refrain from issuing the 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. The Winner of this Contest will be awarded the following (collectively, the “**Prize**”):
 - 6.1.1. The opportunity to perform live in a LNDNA music industry event (the “**Event**”) in Los Angeles, CA, USA, during 2018.
 - 6.1.2. Round-trip, coach class air transportation from the major airport nearest Winner’s home to the major airport nearest the Event, or ground transportation in lieu of air transportation if the winner resides within two hundred (200) miles from the Event (including winner’s music equipment and instruments, as the case may be); double occupancy standard hotel room for two (2) nights / three (3) days (or up to four (4) nights / five (5) days if Winner resides outside the US) (in case Winner is a band, for all band members); and a USD \$500 pre-paid cash card per person (in case the Winner is a band) to use toward ground transportation within Los Angeles, CA (also for Winner’s music equipment and instruments, as applicable).;
 - 6.1.3. Consideration by LNDNA for a full year LNDNA development contract.

Approximate retail value (ARV) of the Prize in the aggregate: up to USD \$18,000, depending on number of band members, travel cost fluctuations.
- 6.2. The Winner’s performance in the Event will be filmed, produced, edited, published and promoted as a video by Sponsor and LNDNA, at Sponsor’s expense (the “**Video**”).
- 6.3. For the avoidance of doubt, all other expenses not specifically mentioned herein are solely at the Winner’s responsibility.
- 6.4. All aspects related to the Video, its production, promotion and display, including, without limitation any creative aspects and/or content, shall be decided by Sponsor at its sole discretion and Winner shall not have approval rights in connection thereto. Winner shall cooperate and provide Sponsor all information required for the Video and execution of the Prize on Winner’s behalf and shall execute all documents as reasonably requested by Sponsor in connection

thereof.

- 6.5. The Prize will be scheduled by Sponsor in coordination with the Winner; however, if the Winner cannot participate at the time scheduled by Sponsor, the Prize will be forfeited and an alternate winner may be selected from the Finalists' List.
- 6.6. The Prize is non-transferable, with no additional cash redemptions, 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. 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 (including, e.g., restraints imposed on LNDNA) which will cause the Prize to be unreasonably costly or difficult to execute. 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.
- 6.7. The Winner will be solely responsible for all federal, state, provincial, and/or local taxes according to the laws and regulations applicable in such Winner's country of 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 the Prize will be awarded, the Winner will 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 will 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 Winner to the public on or around June [30], 2018, including on Wix's and LNDNA's official social media accounts and other public relations channels, and will notify the potential Winner 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 Winner is at the complete discretion of the Judges. Decisions concerning the selection of the Winner will be final.
- 7.3. The potential Winner 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 or LNDNA as determined by Sponsor in its discretion, the potential Winner may be disqualified and the 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 potential Winner fails within any indicated time period to (1) respond to any notification or communication of Sponsor; (2) claim and execute 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 Prize to the Winner and either forfeit the 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, LNDNA and each of their respective 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. You expressly consent to the use of your information by Sponsor, LNDNA and their 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, by participating, you grant Sponsor and LNDNA permission to use your name, username, photograph, video and voice recording, any other likeness (collectively, “**Likeness**”), Entry details and any other public communications or comments related to the Contest, including without limitation social media posts, (collectively “**Public Comments**”) for publicity purposes, in any and all media, now known or hereafter devised, including but not limited to the Video, without payment to you.
- 9.2. Upon Sponsor’s request, each Participant must be prepared to 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 in the Entry displayed in the Entry or the relevant Sponsor website, as requested by the Sponsor, and/or from the owner of any material that appears in such specific Entry or Sponsor website, 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, the Video, the Judgment Materials, and any promotional and marketing materials related thereto 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 the Sponsor is strictly prohibited
- 10.2. By submitting content to Sponsor, including but not limited to your Entry and your Wix

Website (“**Participant Content**”), you irrevocably: (a) Grant Sponsor consent to use in perpetuity, worldwide and free of charge, any version of your Participant Content (or any part thereof) for any of Sponsor’s marketing and promotional activities, online and/or offline, and modify it as reasonably required for such purposes, and you waive any claims against Sponsor or anyone on its behalf relating to any past, present or future moral rights, artists’ rights, or any other similar rights worldwide that you may have in or to your Participant Content with respect to such limited permitted uses; and (b) 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 Sponsor shall be under no obligation to promote or publish your Entry, or the Video 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. By participating in the Contest, you agree to release in perpetuity Sponsor, Live Nation Worldwide, Inc. and each of their respective parent, subsidiaries, employees, affiliates, agents, distributors, suppliers, licensors, licensees, representatives, attorneys, Video producers, advertising and promotion agencies, YouTube, Facebook 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, the performance by you and any activity you conduct with LNDNA, your Entry, the Video, your Wix Website and your winning the 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. 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 or Video (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: (i) the performance, execution and quality of your performance within the scope of the Prize, and any other services

provided by you within the scope of the Contest, filming of the Video and the Prize, (ii) your compliance with applicable laws, regulations and ordinances, (iii) the outcome of your performance and participation in the Prize, and (iv) any mutual activity conducted by LNDNA and yourself, within the scope of the Contest, filming of the Video and the Prize.

- 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 Contest related-materials including, but not limited, to errors in advertising, the Rules, the selection and announcement of the Winners or the quality and/or components of the 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 country of your residence 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 and your performance within the scope of the Prize comply with any and all applicable laws, rules and regulations, and you have obtained all necessary permits, consents and approvals to participate in the Prize.
- 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, the participation in the Prize by you and

any activity you conduct with LNDNA, your Entry, your Public Comments, filming of the Video, or resulting from the acceptance, possession, quality, execution, utilization or misuse of the Prize (or any portion thereof) or the provision of any services within the scope of the Prize, or any travel or activity related thereto.

- 12.5. You are solely responsible for your performance, the Entry and your Wix Website presented therein and the consequences of Sponsor using or publishing such Entry and the Wix Website as stipulated herein.
- 12.6. The Entry was taken or created by you and you own all rights and title, or otherwise have (and will continue to have) the full power, title, licenses, consents and authority, as necessary to participate in the Contest, to comply with the Rules and enable Sponsor to use it as indicated in these Rules.
- 12.7. Your Entry and all elements and content that appear in your Wix 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.
- 12.8. The Entry and your Wix Website do 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 the Prize, you further represent and warrant and agree:
 - 12.9.1. You are fully trained, qualified and skilled to perform and enter a development deal with LNDNA in the scope of the Prize, and that you have obtained any required professional certification and insurance in order to participate in and execute the Prize and all other permits and authorizations required for the operation of your business in your place of business. If special approvals and permits are required for the execution of the Prize, including, without limitation, entry permits, releases and other access authorizations (except for the consents and approvals specified in Section 9.2 above), Sponsor shall make commercially reasonable efforts to obtain them, at Sponsor's expense (provided such is reasonable).
 - 12.9.2. You shall fully cooperate with Sponsor and LNDNA in connection with the execution, production, promotion and publication of the Video, be available for interviews, and provide information and access to any and all elements featured within the Wix Website used for your Entry, which Sponsor may need in connection thereto, such as logos, slogans, content, photos, videos, creative features domain name etc. (the "**Website Element(s)**"). Should the incorporation of any Website Element in the Video and its display require the consent of any third party, you shall be responsible to (i) inform Sponsor of the need to such consent and (ii) obtain such consent in writing.
 - 12.9.3. 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.

- 12.9.4. 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".
- 12.9.5. You shall keep in strict confidence your winning and not disclose to any third party any detail related to the Prize and/or your selection as the Winner until Sponsor publicly announces your selection, as specified in Section 7.1 above.
- 12.9.6. You shall promptly and fully cooperate with Sponsor in connection with any requests and requirements Sponsor may present you regarding your execution of the Prize and usage of your Participant Content, including, without limitation, requests to limit the publication or distribution of the Video, Public Comments and/or your Entry to any specific media or channels, or to remove the Video, Public Comments and/or your Entry entirely from any media.
- 12.9.7. You shall maintain your Wix Website active and operating on the Wix platform in substantially the same form as at the time of Entry for a period of at least six (6) months as of the public release of the Video.
- 12.9.8. If you fail within any indicated time period to comply with Section 12.9 or otherwise cooperate with Sponsor as required, Sponsor reserves the right to disqualify you and refuse to provide the Prize to you 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 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. 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 a Winner from all eligible Entries received prior to termination, or forfeit the Prize, at its sole discretion.

14. TAMPERING

- 14.1. Sponsor will disqualify any individual that attempts to damage, tamper with or undermine the Contest Page, or 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 country, 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 (INCLUDING WITHOUT LIMITATION 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 THE WINNER, YOUR PARTICIPATION, ACCEPTANCE 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 THE 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 the 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. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials, Privacy Policy or Terms and Conditions and/or the terms and conditions of the Rules, the Rules shall prevail, govern and control.

//End of Rules//