

WIX.COM BIGGEST YANKEES FAN CONTEST RULES (the “Rules”)

- **NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.**
- **THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK.**
- **THIS IS A SKILL-BASED CONTEST.**

Important: Please read these Rules before entering this Contest. By participating in this Contest, you agree to be bound by these Rules.

1. **SPONSOR**

The Contest is sponsored and held by Wix.com, Ltd. (with its worldwide affiliated companies - “Wix” or “Sponsor”), having its principal offices at 40 Namal Tel Aviv Street, Tel Aviv, Israel. This Contest is in no way sponsored, endorsed or administered by, or associated with Facebook.

2. **ELIGIBILITY**

The Biggest Yankees Fan 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) have reached the age of majority in their jurisdiction of residence at the time of entry. Employees of Sponsor, New York Yankees Partnership (the “Yankees”), the other MLB Entities, and each of 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. The “MLB Entities” shall mean the Office of the Commissioner of Baseball (“BOC”), its Bureaus, Committees, Subcommittees and Councils, the Major League Baseball Clubs (“Clubs”), MLB Advanced Media, L.P. (“MLBAM” or “MLB.com”), Major League Baseball Properties, Inc., BAMTech LLC, The MLB Network, LLC, each of their parent, subsidiary, affiliated and related entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the Clubs or the BOC and the owners, general and limited partners, shareholders, directors, officers, employees and agents of the foregoing entities.

3. **ENTRY PERIOD**

Entries may be submitted from 09:01:00 A.M. Eastern Time (“ET”) on August 22, 2016, until 11:59:59 P.M. ET on September 5, 2016 (the “Entry Period”).

4. **HOW TO ENTER**

- 4.1. The Contest is targeted to determine who is the biggest Yankees fan, as per the judgement criteria specified in section 5.1 below.
- 4.2. These Contest Rules and the Wix post about the Contest will be available on Sponsor's official Facebook page (the “Wix FB Page”) which can be found here: <https://www.facebook.com/wix/home> (the “Contest Post”) and on the Contest Landing Page which can be found here: www.wix.com/BiggestYankeesFan/contest (the “LP”).
- 4.3. To enter the Contest, each Participant must post during the Entry Period, a comment to the Contest Post or submit an entry via the LP, in each case containing a video, created by such Participant, which most creatively, humorously and strongly demonstrates Participant’s love for

the Yankees and why such Participant deserves the title of Biggest Yankee Fan (the “**Entry Comment**”).

- 4.4. Upon successfully posting the Entry Comment on the Contest Post or uploading the Entry Comment to the LP and submitting it in accordance with the foregoing requirements and these Rules, you shall be considered as submitting an entry into the Contest (“**Entry**” or “**Entries**”). Entries may not include: (i) any reference or naming of any other Club other than the Yankees; and (ii) any negative reference to the Yankees (or content including such negative reference) or any other MLB Entity. Entries posted not in accordance with any of the foregoing will be disqualified from participation in the Contest. Sponsor has no obligation to advise an entrant of an incomplete or otherwise non-compliant Entry. Proof of submitting an Entry will not be deemed to be proof of receipt by Sponsor.
- 4.5. Each Participant must either (i) post the Entry Comment via a valid, public Facebook account and publicly post the Entry Comment pursuant to (a) these Rules and (b) Facebook Terms and Community Standards available at www.facebook.com; or (ii) upload the Entry Comment and provide the his/her email address to the LP, as indicated in the LP. For the avoidance of doubt, in the event the Entry Comment features several Yankees fans, each such fan must be of legal age of majority in his/her jurisdiction of residence and Participant must have permission from each such fan prior to posting the Entry Comment (or permission from such fan’s parent or legal guardian if such fan is under the age of legal majority in his/her jurisdiction of residence), and only the person posting the Entry Comment via his/her Facebook account, or, if submitted via the LP, the person who’s email is provided in the Entry, shall be deemed a Participant and may be eligible to win the Contest, unless otherwise decided at the sole and absolute discretion of Sponsor. No other method of entry will be accepted. Participants are solely responsible for internet connectivity, software and/or hardware that may be required in order to create and/or submit any Entry Comment.
- 4.6. All Entries must be submitted and received by the Sponsor within the Entry Period and comply with all other requirements set forth in these Rules. An Entry is “received” when the Entry is posted by the Participant on the Wix FB Page and remains publically viewable and accessible by Wix at least throughout the Entry Period, or uploaded to the LP, in accordance with the above instructions,. Entries hidden or removed from the Contest Post prior to the end of the Entry Period will be void.
- 4.7. Entries will be deemed to be made by the authorized holder of the Facebook user account submitting the Entry, at the time of submission or if uploaded to the LP- by the person's who's email is provided in the Entry. In the event of a dispute, the potential winner may be required to provide proof that he or she is the authorized holder of the identified account or email address, respectively. If a Participant changes his/her contact information after such are provided to Sponsor, it is such Participant’s sole responsibility to collect the Prize from the original address that he/she provided. Sponsor may run multiple campaigns, contests, sweepstakes or other promotions simultaneously and Sponsor and the MLB Entities are not responsible for Entry Comments incorrectly posted on the Wix FB Page.
- 4.8. Each Participant may submit more than one (1) Entry, provided each Entry refers to a different video. However, each Participant may win only one (1) prize, even if he/she submits multiple Entries.
- 4.9. Entries must not contain content that (i) is sexually explicit, violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; (ii) promotes alcohol,

illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing) or a particular political agenda; (iii) is obscene or offensive; (iv) defames, misrepresents or contains disparaging remarks about other people or companies; (v) contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others without the proper license or consent; (vi) violate the rights of any other person or entity by using their names or images, or featuring or referring to any recognizable person, without such person's informed consent thereto; (vii) violates copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media); (viii) content that denigrates, disparages or reflects negatively on the MLB Entities, their owners and employees, or the game of baseball; and/or (x) violates any law or any legal terms applicable to such Entry, including the Facebook terms of service.

4.10 You are not required to "like" or follow the Wix FB Page 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.

4.11 The Sponsor reserves the right to amend these Rules at any time.

4.12 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. Staff members of Sponsor and of the Yankees (the "**Judges**") will select the most compelling Entries for first, second and third places in accordance with these Rules and based upon criteria set forth below to determine the Winner.

5.2. Entries shall be judged based on the quality of the Entry; creativity/originality 33%, humor 33% and the expression of love for the Yankees 34%. The most compelling Entries, as determined by the Judges, will be deemed the winning Entries for first, second and third places (the "**Winning Entries**"). Subject to verification of eligibility and compliance with the terms of these Rules, the eligible Participants that submitted the Winning Entries, as determined by the Judges, will be declared the official winners of the Contest. In the event of a tie for any potential Winning Entry, the score for Creativity/Originality will be used as a tiebreaker.

5.3. The Contest shall have one (1) first prize winner (the "**First Prize Winner**"), one (1) second prize winner (the "**Second Prize Winner**") and one (1) third prize winner (the "**Third Prize Winner**"; and together with the First Prize Winner and the Second Prize Winner: each, a "**Winner**", and collectively the "**Winners**") who will each be awarded the prizes set forth in Section 6 below (the "**Prize/s**").

5.4. Sponsor reserves the right to refrain from issuing any Prize or issue fewer Prizes if there are insufficient valid Entries that meet the criteria or comply with these Rules.

5.5. Maximum one (1) Prize per Participant, family or household.

6. PRIZES

6.1. (i) Sponsor and the Yankees will award the First Prize Winner the following First Prize:

- The opportunity for First Prize Winner to participate in a Contest winner crowning ceremony to be held at the Yankees Stadium on or around September 13, 2016, or at such other New York Yankees home game date as shall be solely decided by Sponsor and the Yankees (the “**Crowning Ceremony**”).
- Ten (10) tickets for First Prize Winner and nine (9) guests for the New York Yankees home game played on the date of the Crowning Ceremony.
- One (1) trophy
- In addition, Sponsor shall create the official website on Sponsor’s platform, under URL: TheBiggestYankeesFan.com (or a similar URL), featuring the First Prize Winner, the video under his/her Entry Comment and a short biography describing such Winner’s story and relationship with the Yankees (the “**Biggest Fan Website**”). Such website shall be held, controlled and managed by Sponsor, in its sole and absolute discretion for a period of one (1) year or as otherwise determined by the Sponsor. (Approximate Retail Value [“**ARV**”] of First Prize: \$2650.

(ii) Sponsor and the Yankees will award the Second Prize Winner the following Second Prize:

Opportunity for Second Prize Winner to have dinner with one (1) Yankees’ legend. The identity of the Yankees’ legend, and the date and location of the dinner shall be determined in the sole and absolute discretion of the Yankees. If the Second Prize Winner cannot participate at such dinner at the scheduled time, an alternate winner may be selected. (ARV of Second Prize: \$2000.)

Winner will also receive four (4) Field Level tickets to the game following the dinner

(iii) Sponsor and the Yankees will award the Third Prize Winner the following Third Prize:

- two (2) tickets for Third Prize Winner and one (1) guest for one (1) Yankees 2016 regular season home game determined by Yankees in their sole and absolute discretion.
- Third Prize Winner shall also be escorted to the Yankees Team Store located at Yankee Stadium and shall receive one (1) voucher in the amount of \$500 for the purchase of Yankees merchandise at such store. (ARV of Third Prize: \$500.)

6.2. **TRANSPORTATION AND LODGING IS NOT INCLUDED IN ANY PRIZE.** The exact nature and duration of the Crowning Ceremony and dinner shall be determined by Sponsor at its sole and absolute discretion and subject to availability. Each Winner’s guests, as applicable, must be of legal age of majority in their jurisdictions of residence (and at least eighteen (18) years of age), unless accompanied by a parent or legal guardian. **Additional details related to the Prizes:** Game date and seat locations at the game shall be determined in the sole and absolute discretion of Yankees. Major League Baseball game, event and exhibition dates and times are determined in the sole and absolute discretion of the Office of the Commissioner of Baseball and/or the applicable Major League Baseball Club, as applicable, and may be subject to change. The terms and conditions of the tickets awarded as part of the Prizes will govern in the event a legal game, event or exhibition, as defined by Major League Baseball, is not played or held, as applicable, due to weather conditions, an act of God, an act of terrorism, civil disturbance or any other reason. Winners and each of their respective guests agree to comply with all applicable ballpark and venue, as applicable, regulations in connection with the Prizes, respectively. Sponsor and the applicable MLB Entities reserve the right to remove or to deny entry to each of the Winners and/or their respective guests who engage(s) in a non-

sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the game, event or exhibition. Released Parties (defined below) will not be responsible for weather conditions, Acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause the cancellation or postponement of any Major League Baseball game, event or exhibition. Major League Baseball game, event and exhibition tickets awarded as part of the Prizes may not be resold or offered for resale or used for any commercial or promotional purpose whatsoever. Any such resale or commercial or promotional use may result in disqualification and forfeiture of any of the Prizes, and may invalidate the license granted by the game, event or exhibition ticket(s).

- 6.3. Winners shall be responsible for arranging and paying for (i) any transportation and accommodation arrangements in connection with the collection of the Prizes; and (ii) any relevant documentation, visas, travel passes etc. in connection with the travel to the destination at which Prizes shall be granted.
- 6.4. Prizes are non-transferable, with no additional cash redemptions, equivalents or substitutions except at Sponsor's and/or Yankees' sole and absolute discretion. All Prize details not specified in these Rules, will be determined in Sponsor's and Yankees' sole and absolute discretion, and are subject to change.
- 6.5. All Prizes are awarded "AS IS" and without warranty of any kind, express or implied. Sponsor and the MLB Entities do not endorse any privacy policies or terms of service, licenses or warranties for any of the Prizes.
- 6.6. Sponsor reserves the right to substitute any of the Prizes (or any portion thereof) with a prize of comparable or greater value in its sole and absolute discretion.
- 6.7. The Winners will be solely responsible for all federal, state and/or local taxes according to the laws and regulations applicable in such Winner's residence, and for any other fees, costs and other arrangements associated with the Prize(s) which are not explicitly provided by Sponsor as set forth herein. A Winner may be required to provide Sponsor with a valid social security number, tax identification number or any other identification details, before the Prize will be awarded for tax reporting purposes. An IRS Form 1099 or equivalent may be issued in the name of Winner for the actual value of the Prize received. Unclaimed Prizes will be forfeited.
- 6.8. A Winner may further be required to provide Sponsor with additional details relating to the Entry Comment, his personal details and biography, his experiences with the Yankees and other details as shall be requested by the Sponsor. In addition, if so requested, each Winner and selected Participants (who shall be chosen at the sole and absolute discretion of the Sponsor) shall provide Sponsor the video contained in their Entry, in an MPEG-4 format, immediately upon request.
- 6.9. Without derogating from the generality of the above, any failure by a Winner to claim and collect the Prize (including without limitation the failure of Winner to adhere to the schedules and timelines of the collection of the Prize) , the failure of Sponsor to reach the Winner in order to coordinate the Prize details, the failure of the Winner to execute any document requested by Sponsor or to otherwise cooperate with Sponsor, or for any other reason whatsoever at Sponsor's reasonable discretion, shall not result in any liability to the Sponsor. Furthermore, Sponsor reserves the right to refuse to provide the Prize to the said Winner and to offer the Prize to the runner-up Participant in such cases.

- 6.10. Sponsor may conduct a background check to confirm any potential Winner's eligibility and compliance with these rules. By entering, you agree to cooperate reasonably with any such background check. If a background check reveals that a potential Winner has engaged in conduct that could damage the reputation or business of the Sponsor as determined by Sponsor in its discretion, the potential winner may be disqualified and the Prize may be awarded to an alternate winner.

7. **WINNER NOTIFICATION AND PRIZE CLAIMING**

- 7.1. By September 7, 2016, the Judges will review all the eligible Entries received within the Entry Period and select the respective Winners as detailed in Section 5 above.
- 7.2. Sponsor will announce the Winners to the public on September 7, 2016, on the Wix FB Page via a comment on the original post thread on Facebook, or by any other method as Sponsor sees fit at its discretion. The potential winners will be required to comply with all further instructions provided by Sponsor within the timeframe specified. Non-compliance within any indicated time period may result in disqualification and an alternate potential winner will be selected. Wix, the MLB Entities and Facebook assume no responsibility for undeliverable notifications for any reason whatsoever and the return of any notification as undeliverable will result in disqualification of the Entry and an alternate potential winner may be selected.
- 7.3. Sponsor has complete discretion over interpretation of the Rules and administration of the Contest. Selection of Winners is at the complete discretion of the Sponsor. Decisions of the selection of a Winner will be final.
- 7.4. Each potential Winner may be required to submit a notarized affidavit of eligibility / release of liability / prize acceptance agreement (the "**Prize Acceptance Agreement**"), and return same within the time period specified at notification before being eligible to receive his or her Prize. If any of the potential winners fails to timely submit a Prize Acceptance Agreement, their Entry may be disqualified at Sponsor's sole and absolute discretion and an alternate potential winner may be selected.

8. **PRIVACY AND CONTEST COMMUNICATIONS**

- 8.1. Except as specifically stated herein, your participation and the personal information collected from Participants during the Contest are subject to Sponsor's [Privacy Policy](#) and [Terms of Use](#). You undertake to comply with any and all applicable federal, state and local laws, rules and regulations.
- 8.2. By entering this Contest, you understand that Sponsor, the Yankees, the other MLB Entities and each of their respective third party vendors, and their advertising or promotion agencies may use your personal information (including email address) for administration of the Contest and the fulfillment of Prizes. You expressly consent to the use of your information by Sponsor and/or Yankees and/or any MLB Entity and each of their respective advertising or promotion agencies for such purposes.

9. **ENTRY LICENSE AND PUBLICITY RELEASE**

- 9.1. By submitting your Entry to the Contest, you acknowledge and agree to the following:

- 9.1.1. Authorized Parties may use your name, username, photograph, voice, any other likeness, Entry details and any other communications or comments related to the Contest (“**Likeness**”).
 - 9.1.2. 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 Prize (“**Winners’ 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 Winners' Materials in all formats, are and shall be exclusively owned by the applicable Authorized Party.
 - 9.1.3. Authorized Parties may feature your Entry on their website and /or their social platform channels and use the content of your Entry as stipulated under Section 9.2 below.
- 9.2. By participating in the Contest, you grant each of Wix, the Yankees, MLBAM and each of their respective shareholders and licensees (“**Authorized Parties**”) an irrevocable, perpetual, worldwide non-exclusive, royalty-free license to use and display your name, username, Likeness and voice and to edit, modify reproduce, distribute, display, broadcast, publish, perform and create derivative works of (i) the video included in the Entry Comment; and (ii) the Winners’ Materials (should you become the winner); and otherwise use and exploit them, on their own or as part of any audiovisual or other production; all via the internet (including any social media platform) or any other interactive media, in stadiums, on television, in print and/or any other media currently existing and hereafter developed, without limitation and without payment of any compensation to you or your heirs and successors; for the purposes of (i) advertising and promoting the Contest, any products, programming or services of the Sponsor or the MLB Entities; or; (ii) any other advertising, marketing, publicizing and promotional purposes and in any materials related thereto. The foregoing license is only in addition to and shall not derogate from any other license you grant Sponsor with respect to your Entry (such as the limited license granted under the Terms of Use).
- 9.3. For the avoidance of doubt, none of the Authorized Parties shall be under any obligation to promote or publish your Entry or your Entry Comment in any way, all of which shall remain at their full discretion;
- 9.4. Any display or publication of any Entry on an Authorized Party’s website or on any other 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 Authorized Parties will not be required to pay any additional consideration or seek any additional approval in connection with such use.
- 9.5. You hereby consent to Sponsor doing or omitting to do any act that would otherwise infringe your moral rights, privacy rights or publicity rights in your Entry, or any materials featured therein, or in any other material produced in the framework of the Contest, including but without limitation, the use of any Likeness, and to the fullest extent permitted by law you waive such rights.
- 9.6. Upon Sponsor’s request, each Participant must be prepared to provide (within seven (7) calendar days of receipt of Sponsor’s request) a signed license agreement authorizing the Authorized Parties to reproduce, distribute, display, and create derivative works of the Entry (or part thereof) in connection with the Contest and promotion of the Contest, in any media now or hereafter known. All license agreements must be in the form provided by Sponsor or

satisfactory to Sponsor. Failure to provide such license agreement upon request may result in disqualification at any time during the Contest and selection of an alternate potential winner.

10. **INTELLECTUAL PROPERTY**

The Contest Rules, the Contest, Wix FB Page, the LP, Contest Post, the Biggest Fan 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.

11. **RELEASE**

11.1. By participating in the Contest, you agree to release in perpetuity Sponsor, the MLB Entities and each of their respective parent, subsidiaries, affiliates, agents, distributors, licensors, licensees, representatives, attorneys, Prize manufacturers and issuers, advertising and promotion agencies, and each of their directors, officers, employees, agents, successors and assigns, as well as Facebook, Inc. (collectively – the “**Released Parties**”), from any claims, demands, liability, costs, losses, damages or injuries of any kind arising out of or related directly or indirectly to your participation in the Contest, 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 (including Prizes); (ii) will not be responsible or liable for any injury that may be caused by the wrongful act of any other person or entity, including Contest Participants, and by any cause whatsoever beyond the control of the Released Parties, and (iii) will not be responsible for lost, late, stolen, garbled, delayed, undelivered, or misdirected entries, for incorrect, inaccurate or incomplete entry information whether caused by a Participant, equipment, or technical malfunction or for any human error, technical error or malfunctions.

11.3. You agree that Released Parties are not responsible for any technical, computer, network, typographical, printing, human or other errors relating to or in connection with this Contest, including, without limitation, errors or problems which may occur in connection with the offer or administration of this Contest, the processing of Entries, the tabulation of scores, the cancellation of games or any errors appearing in any Contest related-materials including, but not limited, to errors in advertising, the Rules, the selection and announcement of the Winners or the distribution of the Prizes.

11.4. Released Parties make no warranties, express or implied, relative to the use or enjoyment of the Prizes (or any portion thereof) including, without limitation, its quality, merchantability or fitness for a particular purpose.

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."
- 11.7. Upon Sponsor's request, each Participant must be prepared to provide (within seven (7) calendar days of receipt of Sponsor's request) a signed release or consent form from any person who appears, and/or owner of any property featured in the Entry Comment displayed in the Entry, as requested by the Sponsor, and/or from the owner of any material that appears in such specific Entry Comment, authorizing Wix and its Authorized Parties use such Entry Comment 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.

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

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

- 12.1. You have read, understand and will follow these Rules.
- 12.2. You have the right and the legal standing to agree to and be bound by these Rules and to register to the Contest.
- 12.3. You agree to indemnify, hold harmless and fully release the Released Parties from any and all claims, demands, losses, promises, causes of action and/or liabilities for any injuries, losses, death, or damages of any kind caused, directly or indirectly, in whole or in part by your participation in, or preparation for, the Contest, Contest-related activity, your Entry, or resulting from the acceptance, possession, quality, use or misuse of a Prize (or any portion thereof) including any travel or activity related thereto.
- 12.4. You are solely responsible for your Entry and the Entry Comment presented therein and the consequences of Sponsor using or publishing such Entry Comment as stipulated herein.
- 12.5. The Entry Comment on your 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, and/or the MLB Entities to use it as indicated in these Rules.
- 12.6. The Entry Comment in your Entry does not and will not infringe the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity.

- 12.7. The Entry does not violate the Rules or any applicable law, and does not contain any content which is unlawful for you to possess, post or disseminate in the country in which you reside, or which would be unlawful for Sponsor to use or possess in connection with the Contest, or which violates any contractual or fiduciary rights, duties, or agreements by which you are bound;

13. **SUSPENSION / MODIFICATION / TERMINATION**

- 13.1. If Sponsor is prevented from continuing with the Contest by any event or cause beyond its control, e.g., events of nature, interference by humans, non-humans or entities unrelated to Sponsor (including but not limited to DDoS attacks, bot/script attacks, or heavy volume use that crashes or severely hinders access to the Contest, the Wix FB Page, Contest Post, the LP and/or Facebook.com) and/or acts of government (each a “Force Majeure” event or occurrence), Sponsor shall have the right to modify, suspend or terminate the Contest.
- 13.2. Additionally, Sponsor shall have the right to suspend, modify or terminate the Contest for any reason in its sole and absolute discretion.
- 13.3. If the Contest is terminated, the Sponsor, in its sole and absolute discretion, may select the potential winners from all eligible Entries received prior to termination.

14. **TAMPERING**

- 14.1. Sponsor will disqualify any individual that attempts to tamper with or undermine the legitimate operation of the Contest and reserves the right to seek damages (including attorneys’ fees) and other remedies from any such individual to the fullest extent permitted by law.
- 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, MLBAM and/or their respective 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 / LIMITATION OF LIABILITY**

- 15.1. All issues concerning the Contest and these Rules shall be governed by New York law, without giving effect to any choice of law or conflict of law rules that would cause the application of any other state’s laws.
- 15.2. BY ENTERING THE CONTEST, YOU AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY CLAIMS WILL BE LIMITED TO ACTUAL THIRD PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS’ FEES BE AWARDED OR RECOVERABLE; (2) UNDER NO CIRCUMSTANCES WILL YOU BE PERMITTED TO OBTAIN ANY AWARD FOR PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, AND/OR ANY RIGHTS

TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (3) YOU IRREVOCABLY WAIVE ANY RIGHT TO SEEK EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

15.3. YOU UNDERSTAND AND AGREE THAT PARTICIPATION IN THIS CONTEST IS AT YOUR OWN DISCRETION AND RISK. YOU UNDERSTAND THAT SPONSOR MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE RELIABILITY, TIMELINESS, AVAILABILITY AND/OR PERFORMANCE OF ANY ELEMENT OF THIS CONTEST OR THE PRIZE AWARDS. SPONSOR AND ITS RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, ADVERTISING AND PROMOTIONAL AGENCIES, AND ALL THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS DISCLAIM ANY LIABILITY FOR DAMAGE TO ANY COMPUTER SYSTEM OR LOSS OF DATA RESULTING FROM ACCESS TO OR THE DOWNLOAD OF INFORMATION OR MATERIALS CONNECTED WITH THE CONTEST.

16. **MANDATORY ARBITRATION / NO CLASS RELIEF**

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

17. **NAME OF WINNER / RULES REQUESTS**

To receive the name of the Winner(s), send a stamped self-addressed envelope to: "Contest Winners List", Wix.com, Inc., 500 Terry Francois Blvd, 6th floor San Francisco, CA 94158 (Attn: Kasi Sheridan, Operations Manager). Please indicate which Contest Winners List you are requesting (i.e., the name of the Contest).

18. **MISCELLANEOUS**

18.1. All Participants must bear all expenses incurred by them in connection with participation in the Contest (including, without limitation, the costs associated with Internet access).

18.2. Participants submitting documents and/or information to receive the Prize to the Sponsor shall be responsible for their authenticity and accuracy.

18.3. At the request of the Sponsor (in particular, in the event of suspicion of violation of the Rules or the law of the Territory) Participant must provide a copy of a passport for identification, age confirmation and the reliability of the information provided with the Entry. In case of failure by the Participant to provide the Sponsor with the copies of the passport (in scanned or another form) within 3 days from the date of the request or revealing the fact of false or incomplete information provided with the Entry or other violation of the Rules or the law of the Territory, the Sponsor has the right to disqualify the Entry, prohibit such Participant from further participation in the Contest, obtaining of Prizes and the further participation in any way in the contests held by the Sponsor.

- 18.4. The invalidity of any provision of these Rules will not affect the validity of any other provision. In the event that any provision of the Rules is determined to be unenforceable, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid provision was not contained here. Sponsor's failure to enforce any term of these Rules will not constitute a waiver.
- 18.5. Sponsor's computer will be the official clock of the Contest.
- 18.6. Headings are solely for convenience and will not be deemed to affect the meaning of this document.
- 18.7. By entering the Contest, you accept and agree to Wix's [Privacy Policy](#) and [Terms of Use](#), and undertake to comply with any and all applicable federal, state and local laws, rules and regulations.
- 18.8. All entry data provided via the Facebook platform is provided to Sponsor and not to Facebook. This Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook.
- 18.9. 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.
- 18.10. This Contest is in no way sponsored, administered, produced or executed by any MLB Entity, including the Yankees. Major League Baseball trademarks, service marks and copyrights are proprietary to the MLB Entities. All rights reserved.

//End of Rules//