

## THE WIX “WE ARE ALL LIKE FELIX” GIVEAWAY RULES

- **THIS GIVEAWAY IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK.**
- **NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY. PURCHASE DOES NOT INCREASE CHANCES OF WINNING.**
- **ODDS OF WINNING DEPEND ON THE NUMBER OF ELIGIBLE ENTRIES**

Important: Please read these *We Are All Like Felix Giveaway Rules* (“**Rules**”) before entering this Giveaway. By participating in this Giveaway, you agree to be bound by these Rules.

### 1. **SPONSOR**

This “*We Are All Like Felix*” Giveaway 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 Giveaway is in no way sponsored, endorsed or administered by, or associated with Facebook. Any information provided by you within the scope of this Giveaway is provided to Wix and not to Facebook.

### 2. **ELIGIBILITY**

The “*We Are All Like Felix*” Giveaway (the “**Giveaway**”) is open only to (i) persons or entities (“**Participants**”) who are legal residents or authorized to conduct business in the USA and are physically located and reside in a jurisdiction in the USA in which this type of giveaway is permitted, and (ii) who have reached the age of majority in their jurisdiction of residence at the time of entry. Employees of Sponsor, and its 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 Giveaway or win. This Giveaway is void where prohibited by law.

### 3. **ENTRY PERIOD**

The Giveaway begins on 12:00am EST on January 17, 2017 (the “**Kick-off Date**”), and ends at 11:59pm EST on February 4, 2017 (the “**Entry Period**”). You may enter the Giveaway and participate at any time as of the Kick-off Date and throughout the entire Entry Period, such that your Entry (as defined in Section 4.2 below) will be included in the immediately following shuffle to which you qualify according to the Shuffle Period (as defined in Section 5.2 below), and for as long as your Entry is Valid (as defined below) (Each such shuffle, a “**Shuffle**”, for Shuffle dates please see Section 5 below). For the purpose of this Giveaway, an Entry is “**Valid**” if Felix’s Photo remains your own Facebook profile photo as of the submission of the Entry Form throughout the relevant Shuffle (as defined below) and for at least 24 hours thereafter, and for as long as you are fully compliant with these Rules.

### 4. **HOW TO ENTER**

4.1. To enter the Giveaway, at any time during the Entry Period, you are required to :

4.1.1. Change your Facebook profile photo to a photo designated for this purpose and published on the Giveaway Landing Page (the “**Giveaway Page**”) which can be found here: <http://www.wix.com/wix->

[lp/all-like-felix](http://www.wix.com/wix-lp/all-like-felix) ("**Felix's Photo**") and/or on Sponsor's official Facebook page which can be found here: <https://www.facebook.com/wix/home> (the "**Wix FB Page**"); and

- 4.1.2. Simultaneously with the change of your Facebook profile photo to Felix's Photo, complete and submit to Wix an entry form which includes your own Facebook account URL, your phone number, email address and other information which may be reasonably required by Sponsor. Such form can be found here: <http://www.wix.com/wix-lp/all-like-felix> (the "**Entry Form**") and in the Giveaway Page. Please note that the contact information you provide therein will be used by Wix to contact you in the event you are elected as winner.
- 4.2. Upon the (i) change of your Facebook profile photo to Felix's Photo in accordance with these Rules and (ii) the receipt by Sponsor of your successfully submitted Entry Form in accordance with these Rules, you shall be considered as having submitted an entry to the Giveaway ("**Entry**" or "**Entries**"). An Entry is "received" when Felix's Photo is publically viewable as your Facebook profile photo, and the Entry Form is completed and uploaded to the Giveaway Page and is accessible by Wix. Proof of submitting an Entry will not be deemed to be proof of receipt by Sponsor. An Entry that is incomplete or otherwise non-compliant will not be considered received by Sponsor.
- 4.3. 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, including, without limitation, any expenses in connection thereto.
- 4.4. Entries will be deemed to be made by the person whose phone number and/or email address is provided in the Entry Form submitted via the Giveaway Page. In the event of a dispute relating to ownership of the winning, Sponsor may require a potential winner to provide proof that he or she is the authorized holder of the identified Facebook account, phone number or email address. Sponsor shall be entitled to use its best judgment, in its sole discretion, to determine the rightful owner of such, 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 identified account or email address. Sponsor may run multiple campaigns, contests, giveaway or other promotions simultaneously and Sponsor is not responsible for Entries incorrectly posted on the Giveaway Page and/or the Wix FB Page.
- 4.5. Upon the submission of your Entry, Sponsor will grant you with a "Guide to Beginners" e-book produced by Wix.
- 4.6. Each Participant may submit only one (1) Entry per Facebook account.
- 4.7. You are not required to "like" or follow the Wix FB Page or to pay any entrance fee in order to participate in the Giveaway or be eligible for the Prizes, and any such action or payment will not increase or improve your chances of winning.
- 4.8. SPONSOR RESERVES THE RIGHT TO DISQUALIFY FROM THE GIVEAWAY 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. **SELECTION OF WINNERS**

5.1. The Giveaway shall have up to eleven (11) winners total, i.e. one (1) winner for each Shuffle (as specified in the table below). The Shuffles shall be conducted on the dates and times specified below. Each Shuffle will randomly pick three (3) Entries out of all Entries submitted during the applicable Shuffle Period (as specified below). The first Entry drawn in the Shuffle will be verified and provided it is Valid as per these Rules, it will be deemed the winner of the said Shuffle. If the first Entry is deemed invalid, the second Entry will be verified for qualification of winning, and so on. A Wix representative will contact the winner by phone or any other means, and will announce winning to them within 48 hours of the applicable Shuffle (each such randomly selected winner, a “**Winner**”).

5.2. The Shuffle Dates will be as follows:

<b>Shuffle Period</b>	<b>Shuffle (EST)</b>
up to January 22, 2017, 11:59pm EST	January 23, 2017, 7:00am EST
up to January 23, 2017, 11:59pm EST	January 24, 2017, 7:00am EST
up to January 24, 2017, 11:59pm EST	January 25, 2017, 7:00am EST
up to January 25, 2017, 11:59pm EST	January 26, 2017, 7:00am EST
up to January 26, 2017, 11:59pm EST	January 27, 2017, 7:00am EST
up to January 29, 2017, 11:59pm EST	January 30, 2017, 7:00am EST
up to January 30, 2017, 11:59pm EST	January 31, 2017, 7:00am EST
up to January 31, 2017, 11:59pm EST	February 1, 2017, 7:00am EST
up to February 1, 2017, 11:59pm EST	February 2, 2017, 7:00am EST
up to February 2, 2017, 11:59pm EST	February 3, 2017, 7:00am EST
up to February 4, 2017, 11:59pm EST	February 5, 2017, 7:00am EST

5.3. For the avoidance of doubt, Participants may complete an Entry at any time during the Entry Period, and will be included in the immediately following Shuffle to which such Participants qualify according to the Shuffle Period above, and for as long as their Entry is Valid. Winners, however, will be excluded from Shuffles following their win within the Entry Period.

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

6. **ODDS:** Odds of winning will depend upon the total number of eligible entries received.

## 7. **PRIZES**

- 7.1. The Winner in each Shuffle, except for the Shuffle to take place on February 5, 2017 (the “**Game Day Shuffle**”), will be awarded a prize of USD \$10,000 (inclusive of all applicable taxes) (the “**Random Shuffle Prize**”), which will be granted to Winner within forty five (45) days following the last Shuffle;
- 7.2. The Winner of the Game Day Shuffle will be awarded a prize of USD \$50,000 (inclusive of all applicable taxes) (the “**Game Day Shuffle Prize**”), which will be granted to Winner within forty five (45) days following the last Shuffle;

(the Random Shuffle Prizes and the Game Day Prize, collectively the “**Prizes**”)

Total ARV of Prizes: USD \$150,000.

- 7.3. The Prizes are non-transferable, with no additional equivalents or substitutions redemptions 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.
- 7.4. The Prizes are awarded “AS IS” and without warranty of any kind, express or implied, by operation of law or otherwise. Sponsor and Released Parties (as defined below) expressly disclaim all implied warranties of performance, quality, merchantability and fitness for a particular purpose.
- 7.5. Sponsor reserves the right to substitute each of the Prizes (or any portion thereof) with a prize of comparable or greater value in its sole and absolute discretion.
- 7.6. Without derogating from the generality of the above, any failure by a Winner to claim and collect their Prize (including without limitation the failure of Sponsor to reach any of the Winners in order to coordinate the Prize details, the failure of a Winner to execute any document requested by Sponsor or to otherwise cooperate with Sponsor as required, or for any other reason whatsoever at Sponsor’s reasonable discretion), shall not result in any liability to the Sponsor. Under the aforementioned circumstances, Sponsor reserves the right to refuse to provide a Prize to the said respective Winner and either forfeit the respective Prize or continue shuffling the Entries excluding the refused Entry, and grant it to another selected Participant, at Sponsor’s sole discretion.
- 7.7. 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 respective Prize may be awarded to the runner up Giveaway Participant.

## 8. **WINNERS NOTIFICATIONS AND PRIZE CLAIMING**

- 8.1. Notifications to the Winners announcing the win will be provided within 48 hours of the applicable Shuffle (and if a Saturday or a Sunday, then on the immediately following Monday), according to the contact details provided by such Winner in their Entry Form by phone or any other means, and as described in Section 5 above.

- 8.2. 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 may be selected (as described in Section 6 above) or the respective Prize may be forfeited, at Sponsor's discretion. Sponsor assumes no responsibility for undeliverable notifications for any reason whatsoever and the return of any notification as undeliverable may result in disqualification of the Entry and selection of an alternate potential winner.
- 8.3. Sponsor has complete discretion over interpretation of the Rules and administration of the Giveaway. Disqualification of the Winners, if any, is at the complete discretion of the Sponsor, subject to these Rules.
- 8.4. The potential winners 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 their Prize. If a potential winner fails to timely submit a Prize Acceptance Agreement, their Entry may be disqualified at Sponsor's sole and absolute discretion and an alternate potential winner may be selected.

9. **PRIVACY AND GIVEAWAY COMMUNICATIONS**

- 9.1. Except as specifically stated herein, your participation and the personal information collected from you during the Giveaway are subject to Sponsor's Privacy Policy.
- 9.2. By entering this Giveaway, you understand that Sponsor, each of its third party vendors and its advertising and/or promotion agencies, may use your personal information (including email address) for administration of the Giveaway and the fulfillment of the Prizes. You expressly consent to the use of your information by Sponsor and each of its advertising or promotion agencies for such purposes.

10. **ENTRY LICENSE AND PUBLICITY RELEASE**

- 10.1. By participating in the Giveaway, you grant each of Wix and each of its shareholders and licensees ("**Authorized Parties**") an irrevocable, perpetual, worldwide 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) of (i) your Entry details or any part thereof; and (ii) your name, user name, image, voice and/or any other likeness; (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 Giveaway; 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.
- 10.2. Without derogating from section 10.1 above, Winners of the Giveaway 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.

- 10.3. 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 specific online channels or on specific timelines and durations, all of which shall remain at Sponsor's full discretion.

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.

You hereby consent to Sponsor doing or omitting to do any act that would otherwise infringe your moral rights, privacy rights or publicity rights, 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.

- 10.4. 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 your Participant Materials (or part thereof) in connection with the Giveaway 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 Giveaway and selection of an alternate potential winner in case the refusal is communicated by a Winner.

## 11. **INTELLECTUAL PROPERTY**

The Giveaway Rules, the Giveaway, Wix FB Page, the Giveaway Page, all related web pages and content created by Sponsor or on behalf of Sponsor, are the property of the Sponsor. The copying or use of any of those materials, associated trademarks or any other intellectual property without the express written consent of its owner is strictly prohibited.

## 12. **RELEASE**

- 12.1. By participating in the Giveaway, you agree to release in perpetuity the Sponsor and each of its parent, subsidiaries, affiliates, agents, distributors, licensors, licensees, representatives, attorneys, Prize 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 Giveaway, 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 Giveaway.
- 12.2. You agree that the Released Parties: (i) have neither made nor will be responsible for any warranty, express or implied, in connection with the Giveaway (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 Giveaway 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.

- 12.3. 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 Giveaway, including, without limitation, errors or problems which may occur in connection with the administration of this Giveaway, the processing of Entries, activation and operation of the random Shuffle or any errors appearing in any Giveaway related-materials including, but not limited, to errors in advertising, the Rules, the selection or announcement of the Winners.
- 12.4. 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 Giveaway.
- 12.5. You further understand and agree that all rights under Section 1542 of the Civil Code of California ("Section 1542") and any similar law of any state, province or territory of the United States or of Canada that may be applicable are hereby expressly and forever waived. You acknowledge that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."
- 12.6. 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 Giveaway 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.

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

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

- 13.1. You have read, understand and undertake to fully comply with these Rules.
- 13.2. You have the right and the legal standing to agree to and be bound by these Rules and to register to the Giveaway.
- 13.3. 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 Giveaway, Giveaway-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 Felix's Photo. 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 Rules.

- 13.4. You are solely responsible for your Entry and the consequences of Sponsor using or publishing such Entry as stipulated herein.
- 13.5. The Entry was taken or created by you and you own all rights and title, to comply with the Rules and enable Sponsor, to use it as indicated in these Rules.
- 13.6. 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 Facebook accounts or otherwise.
- 13.7. The Entry does not violate the Rules or any applicable federal, state and local laws, rules and regulations, including, without limitation, any relevant Facebook guidelines and rules.
- 13.8. You undertake to use Felix's Photo for the sole purpose of this Giveaway and not for any other purpose whatsoever.
- 13.9. Should you win a Prize in the Giveaway:
  - 13.9.1. 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.
  - 13.9.2. You undertake to provide Sponsor with additional details relating to your Entry, as shall be reasonably requested by the Sponsor.
- 13.10. Should you win any of the Prizes in the Giveaway, 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.

#### 14. **SUSPENSION / MODIFICATION / TERMINATION**

- 14.1. If Sponsor is prevented from continuing with the Giveaway 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 Giveaway, the Wix FB Page, Giveaway Post, 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 Giveaway.

Additionally, Sponsor shall have the right to suspend, modify or terminate the Giveaway as may be reasonably required in order to comply with these Rules and any applicable law.

- 14.2. If the Giveaway is terminated, the Sponsor, in its sole and absolute discretion, may conduct an alternative random Shuffle in order to select winners from all eligible Entries received prior to termination.

15. **TAMPERING**

- 15.1. Sponsor will disqualify any individual that attempts to tamper with or undermine the legitimate operation of the Giveaway and reserves the right to seek damages (including attorneys' fees) and other remedies from any such individual to the fullest extent permitted by law.
- 15.2. Any attempt to deliberately damage any website associated with this Giveaway or undermine the content or legitimate operation of this Giveaway 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.
- 15.3. Entries generated by a script, macro or other mechanical or automated means will be disqualified.

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

- 16.1. All issues arising out of or relating to the Giveaway and these Rules, whether in contract or tort, shall be governed exclusively by, and construed in accordance with, the laws of New York, without giving effect to any choice of law or conflict of law rules that would cause the application of any other state's laws.
- 16.2. BY ENTERING THE GIVEAWAY, 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.
- 16.3. YOU UNDERSTAND AND AGREE THAT PARTICIPATION IN THIS GIVEAWAY 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 GIVEAWAY 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 GIVEAWAY.

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 GIVEAWAY 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 Winners as of February 7, 2017, send a stamped self-addressed envelope to: "Giveaway Winners List", Wix.com, Inc., 500 Terry Francois Blvd, 6th floor San Francisco, CA 94158 (Attn: Kasi Sheridan, Operations Manager). Please indicate which Giveaway Winner you are requesting (i.e., the name of the Giveaway). For a copy of these Rules, send a legal-size, self-addressed, stamped envelope to: "Giveaway Official Rules", Wix.com, Inc., 500 Terry Francois Blvd, 6th floor San Francisco, CA 94158 (Attn: Kasi Sheridan, Operations Manager) prior to the end of the Entry Period. Please indicate which Giveaway Official Rules you are requesting (i.e., the name of the Giveaway). Vermont residents may omit return postage with Rules requests.

19. **MISCELLANEOUS**

- 19.1. Participants submitting documents and/or information to receive the respective Prize to the Sponsor shall be responsible for their authenticity and accuracy.
- 19.2. 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 Giveaway, obtaining of Prizes and the further participation in any way in the Giveaway held by the Sponsor.
- 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 Giveaway.
- 19.5. Sponsor's failure to enforce any term of these Rules will not constitute a waiver.
- 19.6. 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 Giveaway, including, but not limited to, errors in any printing or posting of these Rules, the selection and announcement of any winner, or the distribution of any prize.
- 19.7. You agree to waive any rights to claim ambiguity of these Rules.

- 19.8. Headings are solely for convenience and will not be deemed to affect the meaning of this document.
- 19.9. By entering the Giveaway, you accept and agree to Wix's Privacy Policy, and undertake to comply with any and all applicable federal, state and local laws, rules and regulations.
- 19.10. All entry data provided via the Facebook platform is provided to Sponsor and not to Facebook. This Giveaway is in no way sponsored, endorsed or administered by, or associated with Facebook.
- 19.11. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Giveaway-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//