

**THE WIX “Wix Playground x Forward Festival  
Take The Big Stage CONTEST OFFICIAL RULES (the “Rules”)**

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

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 “Wix Playground x Forward Festival “Take The Big Stage” Contest (the “**Contest**”) is sponsored and administered by Wix.com Ltd. (with its worldwide affiliated companies - “**Wix**” or “**Sponsor**”), having its principal offices at 40 Namal Tel Aviv Street, Tel Aviv, Israel. This Contest is in no way sponsored, endorsed or administered by, or associated with any social media platform.

**2. ELIGIBILITY**

The 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 lawfully permitted; and (ii) are at least eighteen (18) years of age, or have reached the age of majority in their jurisdiction of residence at the time of entry. Employees of Sponsor and their respective parent, affiliates, subsidiaries, advertising and promotion agencies, distributors and other prize suppliers, directors, officers, and each of their immediate family members and/or those living in the same household of each are not eligible to enter the Contest. This Contest is void where prohibited by law.

**3. ENTRY PERIOD**

Entries can be submitted from 12:00am EDT June 2nd, 2021, until 11:59pm EDT September 23th, 2021 (the “**Entry Period**”).

**4. HOW TO ENTER**

- 4.1. To enter the Contest, you must enter the Contest Landing Page, during the Entry Period, available at <https://www.wix.com/playground/take-the-big-stage> (the “**Contest Page**”), fill in the submission form available on the Contest Page by (a) completing the following details: (i) full name; (ii) email address; and any other detail which may be required by Wix in the submission process; and (b) uploading a design project you’ve created over the past year (the “**Portfolio**” and the “**Submission Form**”, respectively). To complete your submission you must agree to these Rules and submit your entry by pressing the ‘Submit’ button.

A link to the Contest Page can be found on any of the following channels:

- A. Sponsor’s official Instagram Account which can be found at [www.instagram.com/wixplayground/](https://www.instagram.com/wixplayground/);
- B. Sponsor’s official website which can be found at <https://www.wix.com/playground/events>;
- C. Forward Creatives’ (as defined in Section 5.1 below) official Instagram Account which can be found at <https://www.instagram.com/forwardfestivals/>

D. Forward Creatives' official website which can be found at <https://forward-festival.com/page/forward-universe>

E. In the email invitation from the Sponsor.

- 4.2. Upon successfully completing a submission in accordance with the foregoing requirements and these Rules (including in accordance with Section 4.7 below), you shall be considered to have submitted an entry to the Contest (“**Entry**” or “**Entries**”). Proof of submitting an Entry will not be deemed to be proof of receipt by Sponsor. The odds of winning depend on the number and quality of Entries received.
- 4.3. 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.
- 4.4. Once an Entry is submitted by a Participant by clicking the ‘Submit’ button, the personal details submitted in the Entry form cannot be revised. Entries will be deemed to be made by the person whose email is provided in the Submission Form submitted via the Contest Page, at the time of Entry. In the event of a dispute relating to ownership of a winning Entry, Sponsor may require a potential winner to provide proof that he or she is the authorized holder of the identified email address. Sponsor is entitled to use its best judgment, in its sole discretion, to determine the rightful owner of the winning Entry, and each Participant hereby remises, releases and discharges the Sponsor, to the fullest extent permitted by law, from all liabilities, obligations, claims and demands whatsoever arising out of such determination of the rightful owner of the winning Entry by Sponsor. Sponsor may run multiple campaigns, contests, sweepstakes or promotions simultaneously and Sponsor is not responsible for Entries incorrectly submitted on the Contest Page or elsewhere. Entry into one (1) promotion does not constitute entry into any other.
- 4.5. Each Participant may submit only one (1) Entry.
- 4.6. Entries to the Contest (including the Portfolio) 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) violates 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) contains content that denigrates, disparages or reflects negatively on the Sponsor; (ix) contains political content; and/or (x) violates any laws or any legal terms applicable to such Entry, including the terms of use or guidelines of any social media platform.
- 4.7. You are not required to “like” or follow Wix on any social media pages or to pay any entrance fee in order to participate in the Contest or to be eligible for a Prize(s) (as defined below), and any such action or payment will not increase or improve your chances of winning.
- 4.8. At the request of the Sponsor, Participants 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.

- 4.9. SPONSOR RESERVES THE RIGHT TO DISQUALIFY FROM THE CONTEST ANY ENTRY WHICH DOES NOT COMPLY WITH THESE RULES, OR FOR ANY OTHER REASON, AS SPONSOR DEEMS FIT, AT SPONSOR'S SOLE AND ABSOLUTE DISCRETION.

## 5. DETERMINING THE WINNERS

- 5.1. The Contest shall have up to six (6) winners (each a "**Winner**" and collectively, the "**Winners**") who will be awarded the Prizes described below, and will be elected by panels of judges who are Sponsor's and Forward Creatives GmbH ("**Forward Creatives**") (together "**Take the Big Stage**") employees and/or representatives (the "**Sponsor Judges**" and the "**Take the Big Stage Judges**", respectively and collectively, the "**Judges**"), as stated below.
- 5.2. Ten Participants will be elected by the Judges as semifinalists, based on the creativity of the Entry (33%), the originality of the Entry (33%) and the quality of the Entry (34%), all as determined by the respective Judges at their sole and full discretion (the "**Semifinalists**", the "**Judgment Criteria**"). In the event of a tie, the Entry with the highest score in the quality category will be a Semifinalist. The Semifinalists will be required to attend a video conference call with the Judges. Attendance of such video conference call is a requirement to be selected as a Winner.
- 5.3. The Winners will be elected by the Judges from the qualified Semifinalists, based on the Judgment Criteria. In the event of a tie, the Entry with the highest score in the quality category will be a Winner. Subject to verification of eligibility and compliance with these Rules, the potential winners will be declared the official winners of the Contest.
- 5.4. As of 12:00 am EDT June 2, 2021, the Judges will review the Entries received and select the Winners, based upon the criteria set forth above (the "**Judgment Period**").
- 5.5. For the avoidance of doubt, Sponsor cannot guarantee the exact time during the Judgment Period in which an Entry will be reviewed. During the Judgment Period Participants must maintain their Entry in substantially the same form as at the time of Entry. Any modifications made by a Participant to his/her Entry during the Judgment Period may or may not be seen by the Judges and Sponsor makes no guarantees or warranties in this respect.
- 5.6. Sponsor reserves the right to issue fewer Prizes, or refrain from issuing a Prize, if there are insufficient valid Entries that meet the criteria or comply with these Rules or otherwise at Sponsor's sole discretion.

## 6. PRIZES

- 6.1. Each Winner of this Contest will be awarded all of three prizes listed below, all subject to the terms herein and to Sponsor's sole discretion, as follows:
- Present your project in a 15 minute session during one of the following Forward Festivals: Hamburg on July 1-2, 2021, Berlin on September 7, 2021, or Vienna on October 7-8, 2021. (ARV Euro 3500)
  - Prior to the session, Winners will be mentored for public speaking by the Forward Creatives team. (ARV Euro 1000)
  - 3 free online passes to the Forward Festival for Winners' friends valued (ARV 55 Euro each) or 1 free pass to the offline event.

Total ARV of each of the prizes is estimated at Euro 4,900.

The Prizes are granted by Sponsor and at Sponsor's discretion. All aspects related to the execution of the Prizes

and such other Prizes details not specified in these Rules, including shipment if applicable, will be determined in Sponsor's sole and absolute discretion, and are subject to change and any of Winner's approval shall not be required in connection thereto. Each Winner shall provide Sponsor all information and details required for the execution of the relevant Prize and will sign all documents as reasonably requested by Sponsor in connection thereof. Sponsor shall make commercially reasonable efforts to provide the Prizes but may require certain adjustments and/ or changes, either minor or major, to the Prizes as initially described in Section 6.1 above, due to technical, logistical, legal, procedural, or other relevant requirements presented by either Sponsor or other third parties, or due to constraints and limitations presented by any of Winners. Each of Winners also acknowledges that despite Sponsor's good faith efforts, the Prizes as described in Section 6.1 above may not be executed at all due to circumstances beyond Sponsor's control or due to other restraints which will cause the execution of the Prizes to be unreasonably costly or extremely difficult to execute. Each of Winners acknowledges that his/her refusal to any changes required as a result of the above mentioned, may cause Wix to decline to award him/her the Prize, and to offer such to the next runner-up Participant and Winner hereby waived any claims against the Released Parties (as defined below) in connection therewith. Sponsor reserves the right to substitute the Prizes (or any portion thereof) with a prize of comparable or greater value in its sole and absolute discretion.

- 6.2. Provision of the Prizes and the recording of the Session will be scheduled by Forward Creatives in coordination with Winners. If a Winner is not sufficiently responsive in such coordination, a Prize assigned to such Winner will be forfeited and a runner up Participant may be selected as an alternate winner.
- 6.3. The Prizes are non-transferable, with no additional cash redemptions, equivalents or substitutions except at Sponsor's sole and absolute discretion.
- 6.4. 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 expressly disclaim all implied warranties of performance, quality, merchantability and fitness for a particular purpose or that the Prizes will result in any particular outcome. Sponsor does not endorse any privacy policies or terms of service, licenses or warranties for the Prizes.
- 6.5. Without derogating from the generality of the above, any failure by any of Winners to claim and collect the Prize, the failure of Sponsor to reach any of Winners in order to coordinate the Prize details, the failure of any of Winners 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 the Prize to any of Winners and either forfeit the Prize or grant them to the runner-up contestant, at Sponsor's sole discretion.
- 6.6. The Winners will be solely responsible for all federal, state, provincial, and/or local taxes according to the laws and regulations applicable in a Winner's residence, and for any other fees, costs and other arrangements associated with the Prizes which are not explicitly provided by Sponsor as set forth herein. Before the Prizes will be awarded, each of the Winners may be required to provide Sponsor with a valid social security number, tax identification number or any other identification details, for tax reporting purposes. An IRS Form 1099 or equivalent may be issued in the name a Winner for the actual value of the Prizes received.

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

- 7.1. Sponsor will announce the potential Winners for Hamburg Festival around June 24, 2021, for Berlin Festival around August 27, 2021 and for Vienna around September 27, 2021 on Wix's official Instagram account and other public relations channels, at Sponsor's discretion, and will notify the potential Winner via email (where applicable) or by any other method as Sponsor sees fit at its discretion.

- 7.2. Sponsor has complete discretion over interpretation of the Rules and administration of the Contest. Selection of the Winners is at the complete discretion of the Judges. Decisions concerning the selection of the Winners will be final.
- 7.3. The potential Winners will be required to comply with all instructions provided by Sponsor within the timeframe specified in Sponsor's notices to potential Winners. Non-compliance within any indicated time period may result in disqualification and an alternate potential Winner may be selected or the Prizes 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.
- 7.4. 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 is not in compliance with the requirements hereunder, or has engaged in conduct that could damage the reputation or business of the Sponsor as determined by Sponsor in its discretion, the potential Winner may be disqualified and the respective Prize may be awarded to the runners-up potential Winner, or forfeited, at Sponsor's discretion.
- 7.5. Each of potential Winners shall be required to submit a notarized affidavit of eligibility / assumption of liability and indemnification / prize acceptance agreement (the "**Prize Acceptance Agreement**"), and return the same within the time period specified as notified before being eligible to receive her or his Prize.
- 7.6. If a potential Winner fails within any indicated time period to (1) respond to any notification or communication of Sponsor; (2) claim and collect the 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 such Winner and refuse to provide the respective Prize to such Winner and either forfeit the respective Prize or grant it to a runners-up potential winner, at Sponsor's sole discretion.

## **8. PRIVACY AND CONTEST COMMUNICATIONS**

- 8.1. Except as specifically stated herein, participation in the Contest and the personal information collected from Participants during the Contest are subject to Sponsor's [Privacy Policy](#) and [Terms of Use](#). Such personal information will be received and used by Take the Big Stage in order for Participants to participate in the Contest and to receive promotional emails from the Sponsor and Forward Creatives. Sponsor is not responsible for the use made of such personal information by Forward Creatives.
- 8.2. In addition, by entering this Contest, you understand that Sponsor and its third party vendors and advertising or promotion agencies may use your personal information (including email address) for administration of the Contest and the fulfillment of Prizes. You expressly consent to the use of your information by Sponsor and its advertising or promotion agencies for such purposes, and to the use of your Entry by the Judges for judging and fulfillment of Prizes purposes.

## **9. ENTRY LICENSE AND PUBLICITY RELEASE**

- 9.1. Sponsor and each of its affiliates and licensees ("**Authorized Parties**") may use, including without limitation, display, reproduce, distribute, broadcast, publish and/or showcase your (i) Entry details or any part thereof (including the Portfolio); (ii) your name, username, studio name, link to website or social media platform accounts, country, any other likeness, and any other communications or comments related to the Contest; and (iii) the Wix Created Materials (as defined below) (collectively the "**Participant Materials**"); each and all for: (A) any promotional purposes, and/or (B) any

purposes related to this Contest; on any online channel and on any public relations channels online or otherwise, whether controlled by Sponsor or by third parties (including, without limitation, any Sponsor's websites and/or social channels) and without the need for any advance approval or consent from you. The foregoing license is irrevocable, perpetual, worldwide, non-exclusive and royalty-free and is only in addition to and shall not derogate from any other license you grant Sponsor with respect to your Entry (including the license granted under the Terms of Use). Upon Sponsor's request, you 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 display, reproduce, distribute, broadcast, publish and/or showcase your Participant Materials (or part thereof) for any promotional purposes and/or any purposes related to the Contest. All license agreements must be in the form provided by Sponsor or satisfactory to Sponsor. Failure to provide such license agreement upon request may result in disqualification at any time during the Contest and selection of an alternate potential winner in case the refusal is communicated by a Winner. Sponsor will give you credit for the Portfolio by posting your name by or adjacent to any use of the Portfolio.

- 9.2. Forward Creatives may display, reproduce, distribute, broadcast, publish and/or showcase your Portfolio and your name, username, studio name, link to website or social media platform accounts, country, for any promotional purposes and/or any purposes related to this Contest on any online channel, whether controlled by Forward Creatives or by third parties (including, without limitation, any Forward Creatives' websites and/or any social channels) and without the need for any advance approval or consent from you. The foregoing license is irrevocable, perpetual, worldwide, non-exclusive and royalty-free. Upon Forward Creative's request, you must be prepared to provide (within seven (7) calendar days of receipt of Forward Creatives' request) a signed license agreement authorizing Forward Creatives to display, reproduce, distribute, broadcast, publish and/or showcase your Participant Materials listed in this Section 9.2 (or part thereof) for any promotional purposes and/or any purposes related to the Contest. All license agreements must be in the form provided by Forward Creatives or satisfactory to Forward Creatives. Forward Creatives will give you credit for the Participant Materials by posting your name by or adjacent to any use of the Submission.
- 9.3. Upon Sponsor's request, each Participant will provide (within the timelines specified at such request made by Sponsor) a signed release or consent form from any person who appears, and/or owner of any property featured or displayed in the Entry (including the Portfolio), as requested by the Sponsor, and/or from the owner of any material that appears in such specific Entry (including the Portfolio), authorizing Authorized Parties and/or Forward Creatives to use such Entry (including the Portfolio) as stipulated herein. All releases must be in the form provided by Sponsor or satisfactory to Sponsor.
- 9.4. The 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 ("**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.
- 9.5. For the avoidance of doubt, none of the Authorized Parties or Forward Creatives shall be under any obligation to promote or publish your Entry on any specific online channels or on specific timelines and durations, all of which shall remain at Sponsor's full discretion. For the avoidance of doubt, Sponsor shall be entitled to cease all or part of the promotion of the Entry, at any time and for any reason, without any requirement to notify the Winners.
- 9.6. Any display or publication of any Entry on an Authorized Party's or Forward Creatives' 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 the Winner or has better chances to be selected as the Winner and Authorized Parties or Forward Creatives will not be required to pay any additional consideration or

seek any additional approval in connection with such use.

- 9.7. 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 Entry (including the Portfolio) and/or the Wix Created Materials as stipulated herein.

## **10. INTELLECTUAL PROPERTY**

- 10.1. The Rules, the Contest, the Contest Page and any promotional and marketing materials related to execution of the Prizes thereto and all related web pages, content and code are the property of the Sponsor (except for the Entry). The copying or use of any of those materials, associated trademarks or any other intellectual property without the express written consent of the Sponsor is strictly prohibited.
- 10.2. By submitting content to Sponsor, including but not limited to the Entry (including the Portfolio), you represent and warrant that you own all rights in and to the Entry (including the Portfolio) or otherwise have (and will continue to have) the full power, title, licenses, consents and authority, in and to the Entry (including the Portfolio), as necessary to legally use, publish, transfer or license any and all rights and interests in and to the Entry (including the Portfolio) and that it does not infringing upon any third party rights.

## **11. RELEASE**

- 11.1. By participating in the Contest, you agree to release in perpetuity Forward Creatives and the Sponsor, and each of their parent, subsidiaries, affiliates, agents, distributors, suppliers, licensors, licensees, representatives, attorneys, producers, advertising and promotion agencies, Prize manufacturers and issuers and any other relevant social media platform and each of their directors, officers, employees, agents, successors and assigns (collectively, the "**Released Parties**"), from any claims, demands, liability, costs, losses, damages or injuries of any kind arising out of or related directly or indirectly to your participation in the Contest, Contest-related activity, your Entry (including the Portfolio) and your winning a Prize (as the case may be), including, without limitation with respect to claims of copyright or trademark infringement, false endorsement, libel, slander, defamation or infringement of rights of publicity or privacy and any deletion or failure to store any Entries and other communications related to the Contest.
- 11.2. You agree that the Released Parties: (i) have neither made nor will be responsible for any warranty, express or implied, in connection with the Contest (including, without limitation, with the 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 or the Winners, and by any cause whatsoever beyond the control of the Released Parties, and (iii) will not be responsible for lost, late, stolen, garbled, delayed, undelivered, or misdirected entries, for incorrect, inaccurate or incomplete entry information whether caused by a Participant, equipment, or technical malfunction or for any human error, technical error or malfunctions.
- 11.3. You hereby assume full responsibility towards the Released Parties for your compliance with applicable laws, regulations and ordinances.
- 11.4. You agree that Released Parties are not responsible for any technical, computer, network, typographical, printing, human or other errors relating to or in connection with this Contest, including, without limitation, errors or problems which may occur in connection with the offer or administration of this Contest, the processing of Entries or any errors appearing in any online platform, Contest related-materials including, but not limited, to errors in advertising, the Rules, the

selection and announcement of the Winners or the quality and/or components of the Prizes.

- 11.5. Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, Entries. The Released Parties are not responsible for any problems or technical malfunction of any telephone network, cable, satellite, wireless, Internet Service Provider (ISP) or lines, computer systems, servers, providers, computer equipment, software, malfunctions of wireless devices, wireless service problems, cellular tower equipment, failure of any email or entry to be received on account of technical problems or traffic congestion on the internet or at any website or wireless service congestion, or any combination thereof, including any injury or damage to Participant's or any other person's computer related to or resulting from participation or downloading any materials in this Contest.
- 11.6. You further understand and agree that all rights under Section 1542 of the Civil Code of California ("Section 1542") and any similar law of any state, province or territory of the United States or of Canada that may be applicable are hereby expressly and forever waived. You acknowledge that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

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

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

- 12.1. You have read, understood and undertaken to fully comply with these Rules.
- 12.2. You have the right and the legal standing to agree to and be bound by these Rules and to enter and register to the Contest.
- 12.3. You comply with any and all applicable laws, rules and regulations, and you have obtained all necessary permits, consents and approvals to participate in this Contest. You maintain an insurance policy and insurance coverage as appropriate and necessary for the participation herein.
- 12.4. You agree to indemnify, hold harmless 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, execution, utilization or misuse of a Prize (or any portion thereof within the scope of such Prize), or any activity related thereto.
- 12.5. You are solely responsible for your Entry and the consequences of Sponsor using or publishing such Entry as stipulated herein.
- 12.6. The Entry (including, without limitation, the Portfolio) was created by you and you own all rights and title, or otherwise have (and will continue to have) the full power, title, licenses, consents and authority, as necessary to participate in the Contest, to comply with the Rules and enable Sponsor, to use it as indicated in these Rules.
- 12.7. Your Entry and all elements and content that appear in your Entry (including, without limitation, the Portfolio) 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 (including, without limitation, the Portfolio) does not violate the Rules or any applicable federal, state, provincial and local laws, rules and regulations and does not contain any content which is unlawful for you to possess, post or disseminate in the country in which you reside, or which



would be unlawful for Sponsor to use or possess in connection with the Contest, or which violates any contractual or fiduciary rights, duties, or agreements by which you are bound.

12.9. Should you win the Prize, you further represent and warrant and agree:

In order to qualify for a Prize, you shall fully cooperate with Sponsor, be available for interviews, and provide information and access to elements featured within your Entry, which Sponsor may need in connection thereto (the “**Entry Element(s)**”). Should the display of any Entry Element require the consent of any third party, you shall be responsible to (i) inform Sponsor of the need to such consent and (ii) obtain such consent in writing.

You undertake to 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.

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 the Prize from the Contest, in accordance with the Federal Trade Commission’s 16 CFR, Part 255: “Guides Concerning the Use of Endorsements and Testimonials in Advertising” (the “**FTC Guides**”).

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 a Winner, until your winning is announced publicly, as specified in Section 7.1 above.

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 Entry Elements, including, without limitation, requests to limit the publication or distribution of the Entry to any specific media or channels, or to remove the Entry Elements entirely from any media.

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

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 the 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 the 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.

### **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, pandemic, interference by humans, non-humans or entities unrelated to Sponsor (including but not limited to DDoS attacks, bot/script attacks, or heavy volume use that crashes or severely hinders access to the Contest) and/or acts of government (each a “**Force Majeure**” event or occurrence), Sponsor shall have the right to modify, suspend or terminate the Contest. Additionally, Sponsor shall have the right to suspend, modify or terminate the Contest as may be reasonably required in order to comply with these Rules and any applicable law, or otherwise at Sponsor’s sole discretion.
- 13.2. 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 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 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 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**

All issues arising out of or relating to the Contest and these Rules, whether in contract or tort, shall be governed exclusively by, and construed in accordance with, the laws of New York, without giving effect to any choice of law or conflict of law rules that would cause the application of any other state or province’s laws.

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

- 16.1. BY ENTERING THE CONTEST, YOU AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY CLAIMS WILL BE LIMITED TO ACTUAL THIRD PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS’ FEES BE AWARDED OR RECOVERABLE; (2) UNDER NO CIRCUMSTANCES WILL YOU BE PERMITTED TO OBTAIN ANY AWARD FOR PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (3) YOU IRREVOCABLY WAIVE ANY RIGHT TO SEEK EQUITABLE RELIEF.
- 16.2. YOU UNDERSTAND AND AGREE THAT THE PRIZES ARE 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 OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE BROADCAST OF THE PRIZE OR THE SESSION WILL RESULT IN ANY PARTICULAR AMOUNT OR LEVEL OF REVENUE OR INCOME.

- 16.3. YOU UNDERSTAND AND AGREE THAT PARTICIPATION IN THIS CONTEST (AND, IN CASE YOU ARE A WINNER, YOUR PARTICIPATION AND EXECUTION OF THE PRIZE) IS AT YOUR OWN DISCRETION AND RISK. YOU UNDERSTAND THAT SPONSOR AND RELEASED PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE RELIABILITY, TIMELINESS, AVAILABILITY AND/OR PERFORMANCE OF ANY ELEMENT OF THIS CONTEST OR ANY PRIZE. SPONSOR AND RELEASED PARTIES DISCLAIM ANY LIABILITY FOR DAMAGE TO ANY COMPUTER SYSTEM OR LOSS OF DATA RESULTING FROM ACCESS TO OR THE DOWNLOAD OF INFORMATION OR MATERIALS CONNECTED WITH THE CONTEST.

#### **17. MANDATORY ARBITRATION / NO CLASS RELIEF**

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

#### **18. NAMES OF WINNERS / RULES REQUESTS**

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

#### **19. MISCELLANEOUS**

- 19.1. All Participants must bear all expenses incurred by them in connection with participation in the Contest (including, without limitation, the costs associated with Internet access).
- 19.2. Participants submitting documents and/or information to receive 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 [Terms of Use](#) and acknowledge that the personal information collected from Participants during the Contest is subject to Wix's [Privacy Policy](#), and undertake to comply with any and all applicable federal, state, provincial and local laws, rules and regulations.

19.7. These Rules and related Contest materials are translated into several languages. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials, Privacy Policy or Terms of Use and/or the terms and conditions of the Rules in any language, the English version of these Rules shall prevail, govern and control.

//End of Rules//