

BECWIX AND MERGE COMMUNITY HACKATHON
CONTEST OFFICIAL RULES (THE “RULES”)

**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. ORGANIZERS

The “Merge Community Hackathon” contest (the “**Contest**”) is sponsored and administered by Wix.com Ltd. with its worldwide affiliated companies – (“**Wix**” or “**Sponsor**”), having its principal offices at 5 Yunitsman Street, Tel Aviv, Israel, and also administered by the Merge Community leaders (“**Merge**” or “**Partner**”). x

2. ELIGIBILITY

The Contest is open only to teams comprising of 1-4 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 does not require to be registered, and anyway not residing in Cuba, Iran, North Korea, Syria, Crimea, Donetsk and Luhansk Regions of Ukraine, and any other territory subject to a trade embargo by the United States government, or Brazil and Quebec; and (ii) are at least eighteen (18) years of age, or have reached the age of majority in his or her jurisdiction of residence at the time of entry, and (iii) are not Employees of Merge or of Wix 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. **This Contest is void where prohibited by law.**

3. RELEVANT DATES

The launch date of the Contest will be July 22, 2024 and the end of the Submissions date will be September 9, 2024, unless otherwise mentioned in any official Contest publication by Wix and/or Merge. Notwithstanding the aforementioned, all dates relevant to the Contest, including the date of entry (allowing submissions), end of submissions date and announcement of winners’ date, shall be specified publicly by Sponsor and/or Partner, and will be determined in their sole discretion.

4. HOW TO ENTER

4.1. To enter the Contest, a Participant shall do as follows:

4.2.1 Design either a Wix Blocks Application or a Wix Studio Template (the “**Submission**”). Regardless of either choice, the Participant must also design a website

demonstrating the functionality of the Submission. Notwithstanding the aforementioned, Participants may submit more than one Submission.

4.2.2 Enter the Contest page at <https://www.mergewebdev.com/devshackathon2024> (the “**Contest Page**”).

4.2.3 Complete the Submission form available on the Contest Page by answering the relevant questions therein and completing, inter alia, the following details: (i) Full name of all team members; (ii) Email addresses of all team members (iii) Links to the relevant Submissions and the accompanying website; (iv) Uploading of a relevant video (up to 5 minutes), documentation or blog that showcases the submissions ; (v) Team name and other team members, if relevant; (vi) The country of residence of the team lead; and (vii) Consent to these Rules and other applicable terms and conditions (the “**Submission Form**”).

4.2. The Contest judges will determine winners based on the following criteria (For either the Wix Blocks Applications or the Wix Studio Templates):

(a) How well is the code written? (Structure, cleanliness) (3 pts)

(b) Is the website usable? Well designed? Feature/functionality complete? (2 pts)

Additional points for Wix Blocks Applications:

*Can the full functionality of the Wix Blocks app be accessed by users via JavaScript?

*Would it be useful on other sites? (2 pts)

Additional points for Wix Studio Templates:

*Can the full functionality of the template be used out of the box without users modifying your code? (2 pts)

*Would the template be useful for building other sites? (2 pts)

(all criteria together, the “**Judgment Criteria**”)

4.3. Upon successfully completing the Submission Form in accordance with the foregoing requirements and these Rules, a Participant shall be considered to have submitted an entry to the Contest (“**Entry**” or “**Entries**”). The odds of winning depend on the quality of the Entry sent.

4.4. For the avoidance of doubt, Participants may enter the Contest via the above mentioned process only.

4.5. Sponsor and Partner have no obligation to advise you of an incomplete or otherwise non-compliant Entry. Participants are solely responsible for their internet connectivity, software and/or hardware that may be required in order to create and/or submit their Entries.

4.6. Once an Entry is submitted by a Participant, the personal details submitted in the Entry form cannot be revised. In the event of a dispute relating to ownership of a winning Entry, Sponsor or Partner may require a potential winner to provide proof that he or she is the owner of the winning Entry. Sponsor or Partner are entitled to use their 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 and Partner, 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 and Partner. Sponsor and Partner may run multiple campaigns, contests, sweepstakes or promotions simultaneously and Sponsor and Partner are not responsible for Entries incorrectly submitted.

- 4.7. Entries to the Contest 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) defame, misrepresent or contain 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; and/or (ix) violates any law or any legal terms applicable to such Entry.
- 4.8. 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 (as defined below), and any such action or payment will not increase or improve your chances of winning.
- 4.9. At the request of the Sponsor or Partner, Participant must provide a copy of a relevant certificate for identification, age confirmation and the reliability of the information provided with the Entry, and any other documentation required by Sponsor or Partner to verify compliance. In case Participant fails to provide the Sponsor or Partner 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 or Partner 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 or Partner.
- 4.10. SPONSOR AND PARTNER RESERVE THE RIGHT TO DISQUALIFY FROM THE CONTEST ANY ENTRY WHICH DOES NOT COMPLY WITH THESE RULES, OR FOR ANY OTHER REASON, AS SPONSOR AND PARTNER DEEM FIT, AT THEIR ABSOLUTE DISCRETION.

5. DETERMINING THE WINNERS

- 5.1. The Contest shall have one (1) winner who will be awarded the Grand Prize as described below, which will be elected by a panel of judges who are Sponsor's or

Partner’s employees and/or representatives, based on the Judgment Criteria mentioned above, as determined by the respective judges at their sole and full discretion. In the event of a tie, the judges will decide on the winner, at their sole and full discretion. Subject to verification of eligibility and compliance with these Rules, the potential first prize winner will be declared the official first prize winner of the Contest (the “**First Prize Winner**”).

- 5.2. The judges panel will select additional Entries based on the Judgment Criteria and each of such Entries will be awarded a Runner-up Prize as described below. Subject to verification of eligibility and compliance with these Rules, each potential runner-up winner will be declared the official runner-up winner of the Contest (each, a “**Runner-up Winner**”, together, the “**Runner-up Winners**” and together with the First Prize Winner, the “**Winners**”).
- 5.3. Subject to Section 3 above, within up to a month following the end of the Entry Period, Sponsor shall select and declare the identity of the Winner or Winners (“**Judgment Period**”).
- 5.4. Sponsor cannot guarantee the exact time 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.
- 5.5. Sponsor reserves the right to 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. PRIZE

- 6.1. The First Prize Winner will be awarded with the following prizes, according to judges’ sole and absolute judgment (the “**Grand Prize**”):
 - 6.1.1. \$10,000 USD per team of Participants (the prize will be transferred to the team Participant which submitted the Submission and provided the relevant bank details);
 - 6.1.2. Wix Studio Plus subscription for a year for each team Participant, if applicable (ARV per each team Participant: 408 USD).In addition to the above prizes, First Prize Winner’s Submission will also be featured in a Wix Studio blog post following winner announcements and will receive social media recognition.
- 6.2. Sponsor and Partner will select Runner-up Winners, which will be awarded with the following prizes, according to judges’ sole and absolute judgment (“**Runner-up Prize**”):
 - 6.2.1. Second place winner will be awarded with the following Prizes:
 - (a) \$5,000 USD per team of Participants;

- (b) Wix Studio Plus subscription for a year for each team Participant, if applicable (ARV per team Participant: 408 USD).

In addition to the above prizes, the second place winner's Submission will also be featured in a Wix Studio blog post following winner announcements and will receive social media recognition.

6.2.2. Third place winner will be awarded with the following Prizes:

- (a) \$2,000 USD per team of Participants;
- (b) Wix Studio Plus subscription for a year for each team Participant, if applicable (ARV per each team Participant: 408 USD).

In addition to the above prizes, the third place winner's Submission will also be featured in a Wix Studio blog post following winner announcements and will receive social media recognition.

- 6.3. Sponsor and Partner may select up to 2 honorable mentions winners, which will be awarded with the following prizes, in accordance with the Judgment Criteria and subject to judges' sole and absolute judgment ("**Honorable Mention Prize**"):

- (a) \$1,000 USD per team of Participants;
- (b) Wix Studio Plus subscription for a year for each team Participant, if applicable (ARV per each team Participant: 408 USD).

In addition to the above prizes, the Honorable Mention Prize Winner's Submission will also be featured in a Wix Studio blog post following winner announcements and will receive social media recognition.

- 6.4. Notwithstanding the Judgment Criteria, Sponsor and Partner may select up to 10 team players community winners, which will be awarded with \$200 per a specific team Participant ("**Team Players Community Prize**"). Up to two specific team Participants may win this prize, every week, based on their assistance to others on the Merge Discord server, according to judges' sole and absolute judgment.

- 6.5. Total ARV of the Grand Prizes, Runner-up Prizes, Honorable Mention Prizes and Team Players Community Prizes (together, the "**Prizes**") within the Contest shall be based on the number of winners that will be selected by the judges, at their sole discretion.

- 6.6. The Prizes are non-transferable, with no additional cash redemptions, equivalents or substitutions except at Sponsor's sole and absolute discretion. All aspects related to the execution of the Prizes, and such other Prize details not specified in these Rules, including, without limitation, timelines, will be determined in Sponsor's sole and absolute discretion. Despite Sponsor's good faith efforts, the Prizes as contemplated herein may be canceled due to circumstances beyond Sponsor's control or due to budgetary or other restraints which will cause the Prizes to be unreasonably costly or difficult to execute (including, without limitation, restraints imposed on Sponsor or Winner). Sponsor reserves the right to substitute any Prize 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, provincial, and/or local taxes according to the laws and regulations applicable in such Winners' 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. However, shipment and customs fees shall be paid by Sponsor. Before a Prize will be awarded, its respective Winner may be required to provide Sponsor with a valid social security number, tax identification number or any other identification details, for tax reporting purposes. If required by law, Sponsor shall provide an IRS Form 1099 or equivalent may be issued in the name of a Winner for the actual value of the Prize received.

7. WINNER NOTIFICATIONS AND PRIZE CLAIMING

- 7.1. Sponsor and Partner may announce the potential Winners to the public up to a month after the end of the Entry Period on any public relations channels (including social media), at Sponsor's discretion, and will notify the potential Winners ("**Announcement Date**").
- 7.2. Sponsor and Partner have 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.
- 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 potential Runner-up Winner, or forfeited, at Sponsor's discretion.
- 7.5. The potential Winner may be required to submit and return the following, within the time period specified as notified before being eligible to receive her or his Prize:
 - 7.5.1. a notarized affidavit of eligibility / assumption of liability and indemnification / prize acceptance agreement (the "**Prize Acceptance Agreement**"); and
 - 7.5.2. a signed and approved License and Waiver (as defined below in section 9.3).
- 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 his/her Prize; (3) comply with any request for additional information; (4) cooperate with a background check; (5) timely submit a Prize Acceptance Agreement and a License and Waiver; or (6) otherwise cooperate with Sponsor as required, Sponsor

reserves the right to disqualify the Winner and refuse to provide the respective Prize to such Winner and either forfeit the respective Prize or grant it to a potential Runner-up Winner, at Sponsor's sole discretion.

8. PRIVACY AND CONTEST COMMUNICATIONS

8.1. By entering this Contest, you understand that Partner or Sponsor and/or its third-party vendors and/or advertising or promotion agencies may use your personal information (including email address) for administration of the Contest, the fulfillment of Prize and for marketing purposes. You expressly consent to the use of your information by Sponsor and its third-party vendors and advertising or promotion agencies for such purposes, and to the use of your Entry by the judges for judging and fulfillment of Prize purposes.

9. PUBLICITY RELEASE

9.1. Except where prohibited, Partner and Sponsor may showcase your Entry, name, username, photograph, video and voice recording, any other likeness, and any other communications or comments related to the Contest (collectively, "Likeness") for the administration, promotion and fulfillment of the Contest as well as for any publicity/marketing purposes of Sponsor or Partner, in any and all Sponsor or Partner owned and operated channels or websites, with credit to you, without payment to you, including but not limited to sharing certain Entries on social media.

9.2. 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, as requested by Sponsor, and/or from the owner of any material that appears in such specific Entry, authorizing Sponsor to use such Entry as stipulated herein. All releases must be in the form provided by Sponsor or satisfactory to Sponsor.

9.3. In consideration for the Prize that will be awarded by Wix to the Winner, the potential Winner may be required to submit and return within a specified time period as notified before being eligible to receive his or her Prize, a signed and approved (a) license of rights granting Sponsor the non-exclusive, perpetual and irrevocable right and permission to publish and promote, worldwide and on a royalty-free basis, the Entry submitted to the Contest, in whole or in part, whether maintained or distorted in any way, and any reproductions or derivatives thereof, in any form, format or medium, including, without limitation, for any of the following purposes: (i) in or with respect to any internet advertisements or broadcasts (including, without limitation, Sponsor's social media channel) and/or any other type of promotion distribution channels; (ii) in any of Sponsor's websites, products and services, including within Sponsor's blog, editor tools, media manager, offerings available for download and print and products, templates and content galleries; (iii) in any websites, newsletters and email

marketing, mobile applications and other materials created by and/or on behalf of any Sponsor's users, via Sponsor's products and services; and (b) unconditional, irrevocable and worldwide waiver regarding the rights licensed to Sponsor, and consent that Sponsor shall not be liable for any such use and/or its foreseen or unforeseen results, whether by Sponsor or any Sponsor's users (together, the "**License and Waiver**"). For the avoidance of doubt, these Rules do not include any conferring of ownership rights to Sponsor with respect to the Submissions, including any right to alter them.

10. INTELLECTUAL PROPERTY

- 10.1. These Rules, the Contest, and any promotional and marketing materials related 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 your Entry ("**Participant Content**"), you represent and warrant that you own all rights in and to any Participant Content or otherwise have (and will continue to have) the full power, title, licenses, consents and authority, in and to the Participant Content, as necessary to legally use, publish, transfer or license any and all rights and interests in and to such Participant Content and that it does not infringing upon any third party rights.
- 10.3. Sponsor shall be under no obligation to promote or publish any Entry on any specific online channels or on specific timelines and durations, all of which shall remain at Sponsor's full discretion.
- 10.4. Any display or publication of any Entry on Sponsor's website or on any other channels and/or any other usage as aforesaid, does not indicate in any way that the Participant will be selected as a Winner or has better chances to be selected as a Winner and Sponsor will not be required to pay any additional consideration or seek any additional approval in connection with such use.

11. RELEASE

- 11.1. By participating in the Contest, you agree to release in perpetuity the Sponsor and any of its respective parent, subsidiaries, affiliates, agents, distributors, suppliers, licensors, licensees, representatives, attorneys, producers, advertising and promotion agencies, 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 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 Prize); (ii) will not be responsible or liable for any injury that may be caused by the wrongful act of any other person or entity, including Participants or a Winner, and by any cause whatsoever beyond the control of the Released Parties; (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; and (iv) will not be responsible for any cash Prizes not being distributed or not being equally distributed between team Participants, if applicable.
- 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, these Rules, the selection and announcement of a Winner or the quality and/or components of a Prize.
- 11.5. Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of Entries. The Released Parties are not responsible for any problems or technical malfunction of any telephone network, cable, satellite, wireless, Internet Service Provider (ISP) or lines, computer systems, servers, providers, computer equipment, software, malfunctions of wireless devices, wireless service problems, cellular tower equipment, failure of any email or Entry to be received on account of technical problems or traffic congestion on the internet or at any website or wireless service congestion, or any combination thereof, including any injury or damage to Participant's or any other person's computer related to or resulting from participation or downloading any materials in this Contest.

12. YOUR REPRESENTATIONS, WARRANTIES AND INDEMNITY

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

- 12.1. You have read, understand and undertake to fully comply with these Rules.
- 12.2. You have the right and the legal standing to agree to and be bound by these Rules

and to enter and register to the Contest.

- 12.3. You 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 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 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 these 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 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 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. You confirm that you have the full right and authority to present and publish the Entry you submit, including all materials and content featured therein.
- 12.10. Should you win the Prize, you further represent and warrant and agree:
 - 12.10.1. You shall provide Sponsor with additional details relating to your Entry, including your personal details and other details as shall be reasonably requested by the Sponsor. You additionally confirm that:
 - (a) You are not listed on any sanctions list maintained by the United States Department of the Treasury's Office of Foreign Assets Control (OFAC) or any other applicable government agency; and
 - (b) You are not a government official, as defined by applicable

anti-bribery and anti-corruption laws.

(c) You are not residing in Brazil or Quebec, Canada.

12.10.2. If requested by Sponsor, you shall reasonably post links and posts on social media platforms in connection with the Contest and your win. Such posts (i) must not contain false or misleading statements regarding Sponsor, (ii) will comply with any marketing guidelines Sponsor provides to you, and (iii) will comply with all applicable laws, rules, and regulations, including without limitation, disclosing the material connection regarding receipt of a Prize from the Contest, in accordance with the Federal Trade Commission's rules and guidelines.

12.10.3. You shall keep in strict confidence your winning and not disclose to any third party any detail related to the Prize and/or your selection as the Winner, until your winning is announced publicly, on the Announcement Date, as specified in Section 7.1 above.

12.10.4. You shall promptly and fully cooperate with Sponsor in connection with any requests and requirements Sponsor may present you regarding your execution of a Prize and usage of your Participant Content and Likeness, including, without limitation, requests to limit the publication or distribution of the Entry and/or any of the Participant Content or Likeness to any specific media or channels, or to remove the Participant Content or Likeness entirely from any media.

12.10.5. If Winner fails within any indicated time period to comply with Section 12.10 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 potential Runner-up Winner, at Sponsor's sole discretion.

13. SUSPENSION / MODIFICATION / TERMINATION

13.1. If Sponsor is prevented from continuing with the Contest by any event or cause beyond its control, e.g., events of nature, wars or military actions, pandemic (including related concerns and regulations), 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. If the Contest is terminated, the Sponsor, in its sole and absolute discretion, may select a Winner from all eligible Entries received prior to termination, or forfeit any Prize, at its sole discretion.

14. TAMPERING

- 14.1. Sponsor will disqualify any individual that attempts to damage, tamper with or undermine the content or 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

- 15.1. All issues arising out of or relating to the Contest and these Rules, whether in contract or tort, shall be governed exclusively by, and construed in accordance with, the laws of the State 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. The courts of the State of New York shall have exclusive jurisdiction with respect to any claim, argument or interpretation of the Contest and these Rules.

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 PRIZE IS AWARDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE. SPONSOR AND RELEASED PARTIES EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES OF

PERFORMANCE, QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR THAT THE BROADCAST OF THE PRIZE WILL RESULT IN ANY PARTICULAR AMOUNT OR LEVEL OF REVENUE OR INCOME.

- 16.3. YOU UNDERSTAND AND AGREE THAT PARTICIPATION IN THIS CONTEST (AND, IN CASE YOU ARE 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. MISCELLANEOUS

- 17.1. 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).
- 17.2. Participants submitting documents and/or information to receive a Prize to the Sponsor shall be responsible for their authenticity and accuracy.
- 17.3. 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.
- 17.4. Sponsor's computer will be the official clock of the Contest.
- 17.5. Headings are solely for convenience and will not be deemed to affect the meaning of this document.
- 17.6. 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.
- 17.7. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials, Privacy Policy or Terms 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.

