

THE "THIS CITY IS OURS" CONTEST RULES (the "Rules")

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

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

1. SPONSOR

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

2. ELIGIBILITY

The "This City Is Ours" Contest (the "Contest") is open only to persons ("Participant/s") who (i) are legal residents and are physically located and reside in a jurisdiction in which this type of contest is permitted, and (ii) have reached the age of majority in their jurisdiction of residence at the time of entry. Employees of Sponsor and Manchester City Football Club (the "Club") 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.

3. ENTRY PERIOD

Entries can be submitted from 9A.M. GMT + 1, August 15, until 11:59 P.M. GMT+ 1, August 19, 2016 (the "Entry Period").

4. HOW TO ENTER

- 4.1. These Contest Rules will be available on Sponsor's official Facebook Page (the "Wix FB Page") which can be found here: <https://www.facebook.com/WixFC/photos/a.930763333675358.1073741828.898243653593993/1040975672654123/?type=3&theater> (the "Contest Post").
- 4.2. To enter the Contest, each Participant must post during the Entry Period, a comment to the Contest Post, containing a video, an image or a text, created by such Participant, which demonstrates what being a Club fan means to them (the "Entry Comment").
- 4.3. Upon successfully publishing the Entry Comment on the Contest Post in accordance with the foregoing requirements and these Rules, you shall be considered as submitting an entry into the Contest ("Entry" or "Entries"). Entries may not include: (i) any reference or naming of any other football club other than the Club; and (ii) any negative reference to the Club (or content including such negative reference). Entries published not in accordance with any of the foregoing will be disqualified from participation in the Contest. Sponsor has no obligation to advise an entrant of an incomplete or otherwise non-compliant Entry. Proof of submitting an Entry will not be deemed to be proof of receipt by Sponsor.

- 4.4. All Entries must be submitted and received by the Sponsor within the Entry Period and comply with all other requirements set forth in these Rules. An Entry is “received” when the Entry is posted by the participant on the FB Post in accordance with the above instructions, and remains publically viewable and accessible by Wix at least throughout the Entry Period.
- 4.5. Entries will be deemed to be made by the authorized holder of the Facebook user account submitting the Entry, at the time of submission. In the event of a dispute, the potential winner may be required to provide proof that he or she is the authorized holder of the identified account. If a Participant changes his/her contact information after such are provided to Sponsor, it is such Participant’s sole responsibility to collect the Prize from the original address that he/she provided. Sponsor may run multiple campaigns, contests, sweepstakes or other promotions simultaneously. Entry into one (1) promotion does not constitute entry into any other.
- 4.6. Each Participant may submit more than one (1) Entry, provided each Entry refers to a different image, text or video. However, each Participant may win only one prize, even if he/she submits multiple Entries.
- 4.7. Entries must not contain content that: (i) is sexually explicit, violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; (ii) promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing) or a particular political agenda; (iii) is obscene or offensive; (iv) defames, misrepresents or contains disparaging remarks about other people or companies; (v) contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others without the proper license or consent; (vi) violate the rights of any other person or entity by using their names or images, or featuring or referring to any recognizable person, without such person’s informed consent thereto; (vii) violates copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media); and/or (viii) violates any law or any legal terms applicable to such Entry, including the Facebook terms of service.
- 4.8. You are not required to “like” or follow the Wix FB Page or to place any purchase with Wix or pay any fee in order to participate in the Contest or be eligible for a Prize, and any such action, purchase or payment will not increase or improve your chances of winning.
- 4.9. The Sponsor reserves the right to amend these Rules at any time.
- 4.10. 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 one (1) first prize winner (the "**First Prize Winner**") and two (2) second prize winners (the "**Second Prize Winners**"; and together with the First Prize Winner: each, a "**Winner**", and collectively the "**Winners**") who will each be awarded the prizes set forth in Section 6 below (the "**Prize/s**").
- 5.2. The Winners shall be selected by representative(s) of Wix (the "**Judge(s)**"). Entries shall be judged based on the quality of the Entry as determined by the Judge(s) at their sole discretion.

Among others, Entries shall be evaluated for creativity, humor and originality. Sponsor reserves the right to refrain from issuing any Prize or issue fewer Prizes if there are insufficient valid Entries that meet the criteria or comply with these Rules. Sponsor also reserves the right to award more Prizes, for instance, if there are ties.

5.3. Maximum one (1) Prize per Participant.

6. **PRIZES**

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

A Club T-Shirt signed by Sergio Aguero

(ii) Sponsor will award each of the two (2) Second Prize Winners the following Prize:

A football signed by Sergio Aguero.

6.2. Prizes are non-transferable, with no additional cash redemptions, equivalents or substitutions except at Sponsor's sole and absolute discretion. All Prize details not specified in these Rules, including timelines, will be determined in Sponsor's sole and absolute discretion, and are subject to change.

6.3. All Prizes are awarded "AS IS" and without warranty of any kind, express or implied. Sponsor does not endorse any privacy policies or terms of service, licenses or warranties for any of the Prizes.

6.4. Sponsor reserves the right to substitute any of the Prizes (or any portion thereof) with a prize of comparable or greater value at its sole and absolute discretion.

6.5. The Winners will be solely responsible for all federal, state and/or local taxes according to the laws and regulations applicable in such Winner's residence, and for any other fees, costs and other arrangements associated with the Prize(s) which are not explicitly provided by Sponsor as set forth herein. A Winner may be required to provide Sponsor with a valid social security number, tax identification number or any other identification details, before the Prize will be awarded for tax reporting purposes. An IRS Form 1099 or equivalent may be issued in the name of Winner for the actual value of the Prize received. Unclaimed Prizes will be forfeited.

6.6. Without derogating from the generality of the above, any failure by a Participant to claim and collect the Prize, the failure of Sponsor to reach the Winner in order to coordinate the Prize details, the failure of the Winner to execute any document requested by Sponsor or to otherwise cooperate with Sponsor, or for any other reason whatsoever at Sponsor's reasonable discretion, shall not result in any liability to the Sponsor. Furthermore, Sponsor reserves the right to refuse to provide the Prize to the said Winner and to offer the Prize to the runner-up Participant in such cases.

6.7. 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 Prize may be awarded to an alternate Winner.

7. **WINNER NOTIFICATION AND PRIZE CLAIMING**

- 7.1. By 11:59 P.M. GMT + 1 on August 21, 2016, Sponsor will review all the eligible Entries received within the Entry Period and select the respective Winner.
- 7.2. Sponsor will announce the potential Winners to the public on August 22, 2016, on the Wix FB Page via a comment on the original post thread on Facebook, or by any other method as Sponsor sees fit at its discretion. The potential Winner will be required to comply with all further instructions provided by Wix within the timeframe specified. Non-compliance within any indicated time period may result in disqualification and an alternate potential Winner will be selected. Wix assumes no responsibility for undeliverable notifications for any reason whatsoever and the return of any notification as undeliverable will result in disqualification of the Entry and an alternate potential Winner may be selected.
- 7.3. Sponsor has complete discretion over interpretation of the Rules and administration of the Contest. Selection of Winners is at the complete discretion of the Sponsor. Decisions of the selection of a Winner will be final.
- 7.4. Each potential Winner may be required to submit an affidavit of eligibility / release of liability / prize acceptance agreement (the "**Prize Acceptance Agreement**"), and return same within the time period specified at notification before being eligible to receive his or her Prize. If any of the potential Winners fails to timely submit a Prize Acceptance Agreement, their Entry may be disqualified at Sponsor's sole discretion.

8. **PRIVACY AND CONTEST COMMUNICATIONS**

- 8.1. Except as specifically stated herein, your participation and the personal information collected from Participants during the Contest are subject to Sponsor's Privacy Policy and Terms of Use. You undertake to comply with any and all applicable federal, state and local laws, rules and regulations.
- 8.2. By entering this Contest, you understand that Sponsor, its third party vendors, and its advertising or promotion agencies may use your personal information (including email address) for administration of the Contest, the fulfillment of Prizes, for marketing purposes and to provide you with information about Sponsor's programs, products, services and special offers. You expressly consent to the use of your information by Sponsor and its advertising or promotion agencies for such purposes.

9. **ENTRY LICENSE AND PUBLICITY RELEASE**

- 9.1. By submitting your Entry to the Contest, you acknowledge and agree to the following:
 - 9.1.1. Authorized Parties (as defined below) may use your Entry details and any other communications or comments related to the Contest ("**Likeness**").
 - 9.1.2. Authorized Parties may feature your Entry on their website and /or their social platform channels and use the content of your Entry as stipulated under Section 9.2 below.
- 9.2. By participating in the Contest, you grant Wix, the Club and their respective shareholders and licensees ("**Authorized Parties**") an irrevocable, perpetual, worldwide non-exclusive, royalty-free license to use your name, username, Likeness and voice and to reproduce, distribute,

display and create derivative works of your Entry including the Entry Comment, in connection with the Contest and the publicity, promotion and marketing of the Contest and /or of Sponsor and/or the Sponsor's services, in any media now or hereafter known, including, but not limited to: (i) publications in print, and/or in exhibition and/or online, featuring select Entries in the Contest and/or the Winners; (ii) publication on www.wix.com, the Wix FB Page or via any other media or platform (iii) display of the Entry Comment included in your Entry and your details via any social media channels of the Sponsor. The foregoing license is only in addition to and shall not derogate from any other license you grant Sponsor with respect to your Entry (such as the limited license granted under the Terms of Use).

- 9.3. For the avoidance of doubt, none of the Authorized Parties shall be under any obligation to promote or publish your Entry or your Entry Comment in any way, all of which shall remain at their full discretion;
- 9.4. Any display or publication of any Entry on an Authorized Party's website or on any other channels and/or any other usage as aforesaid, does not indicate in any way that the Participant will be selected as a Winner or has better chances to be selected as a Winner and Authorized Parties will not be required to pay any additional consideration or seek any additional approval in connection with such use.
- 9.5. You hereby consent to Sponsor doing or omitting to do any act that would otherwise infringe your moral rights, privacy rights or publicity rights in your Entry, or any materials featured therein, or in any other material produced in the framework of the Contest, including but without limitation, the use of any Likeness, and to the fullest extent permitted by law you waive such rights.
- 9.6. Upon Sponsor's request, each Participant must be prepared to provide (within seven (7) calendar days of receipt of Sponsor's request) a signed license agreement authorizing the Authorized Parties to reproduce, distribute, display, and create derivative works of the Entry (or part thereof) in connection with the Contest and promotion of the Contest, in any media now or hereafter known. All license agreements must be in the form provided by Sponsor or satisfactory to Sponsor. Failure to provide such license agreement upon request may result in disqualification at any time during the Contest and selection of an alternate Winner.

10. **INTELLECTUAL PROPERTY**

The Contest Rules, the Contest, Wix FB Page, Contest Post and all related web pages, content and code are the property of the Sponsor or authorized third parties. The copying or use of any of those materials, associated trademarks or any other intellectual property without the express written consent of its owner is strictly prohibited.

11. **RELEASE**

- 11.1. By participating in the Contest, you agree to release Sponsor, the Club and all of their respective parent, subsidiaries, affiliates, agents, distributors, licensors, licensees, representatives, attorneys, Prize manufacturers and issuers, advertising and promotion agencies, and each of their directors, officers, employees, agents, successors and assigns, as well as Facebook, Inc. (collectively – the “**Released Parties**”), from any claims, liability, costs, losses, damages or injuries of any kind arising out of or related directly or indirectly to your participation in the Contest, including with respect to any deletion or failure to store any Entries and other communications related to the Contest.

- 11.2. You agree that the Released Parties: (i) have neither made nor will be responsible for any warranty, express or implied, in connection with the Contest (including Prizes); (ii) and will not be responsible or liable for any injury that may be caused by the wrongful act of any other person or entity, including Contest Participants, and by any cause whatsoever beyond the control of the Released Parties.
- 11.3. You further understand and agree that all rights under Section 1542 of the Civil Code of California (“Section 1542”) and any similar law of any state, province or territory of the United States or of Canada that may be applicable are hereby expressly and forever waived. You acknowledge that Section 1542 provides that: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”
- 11.4. Upon Sponsor’s request, each Participant must be prepared to provide (within seven (7) calendar days of receipt of Sponsor’s request) a signed release or consent form from any person who appears, and/or owner of any property featured in the Entry Comment displayed in the Entry, as requested by the Sponsor, and/or from the owner of any material that appears in such specific Entry Comment, authorizing Wix and its Authorized Parties use such Entry Comment as stipulated herein. All releases must be in the form provided by Sponsor or satisfactory to Sponsor. Failure to provide such releases upon request may result in disqualification at any time during the Contest and selection of an alternate Winner. For the avoidance of doubt, Sponsor's request to receive releases as aforesaid, or its failure to request the same, shall not (i) constitute a waiver of Sponsor's rights or your undertakings under the Rules or (ii) imply a representation or belief that your Entry complies with the Rules or any applicable Laws.

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

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

- 12.1. You have read, understand and will follow these Rules.
- 12.2. You have the right and the legal standing to agree to and be bound by these Rules and to register to the Contest.
- 12.3. You agree to indemnify and hold the Released Parties harmless from any third party claims arising out of or related in any way, directly or indirectly, to your participation in the Contest or acceptance or use of any Prize.
- 12.4. You are solely responsible for your Entry and the Entry Comment presented therein and the consequences of Sponsor using or publishing such Entry Comment as stipulated herein.
- 12.5. The Entry Comment on your Entry was taken or created by you and you own all rights and title, or otherwise have (and will continue to have) the full power, title, licenses, consents and authority, as necessary to participate in the Contest, to comply with the Rules and enable Sponsor to use it as indicated in these Rules.
- 12.6. The Entry Comment in your Entry does not and will not infringe the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity.

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

13. **SUSPENSION / MODIFICATION / TERMINATION**

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

14. **TAMPERING**

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.

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

- 15.1. All issues concerning the Contest and these Rules shall be governed by New York law, without giving effect to any choice of law or conflict of law rules that would cause the application of any other state’s laws.
- 15.2. BY ENTERING THE CONTEST, YOU AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY CLAIMS WILL BE LIMITED TO ACTUAL THIRD PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS’ FEES BE AWARDED OR RECOVERABLE; (2) UNDER NO CIRCUMSTANCES WILL YOU BE PERMITTED TO OBTAIN ANY AWARD FOR PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (3) YOU IRREVOCABLY WAIVE ANY RIGHT TO SEEK EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.
- 15.3. YOU UNDERSTAND AND AGREE THAT PARTICIPATION IN THIS CONTEST IS AT YOUR OWN DISCRETION AND RISK. YOU UNDERSTAND THAT SPONSOR MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE RELIABILITY, TIMELINESS, AVAILABILITY AND/OR PERFORMANCE OF ANY ELEMENT OF THIS CONTEST OR THE PRIZE AWARDS. SPONSOR AND ITS RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, ADVERTISING AND PROMOTIONAL AGENCIES, AND ALL THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES

AND AGENTS DISCLAIM ANY LIABILITY FOR DAMAGE TO ANY COMPUTER SYSTEM OR LOSS OF DATA RESULTING FROM ACCESS TO OR THE DOWNLOAD OF INFORMATION OR MATERIALS CONNECTED WITH THE CONTEST.

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

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

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

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

18. **MISCELLANEOUS**

- 18.1. All Participants must bear all expenses incurred by them in connection with participation in the Contest (including, without limitation, the costs associated with Internet access).
- 18.2. Participants submitting documents and/or information to receive the Prize to the Sponsor shall be responsible for their authenticity and accuracy.
- 18.3. At the request of the Sponsor (in particular, in the event of suspicion of violation of the Rules or the law of the Territory) Participant must provide a copy of a passport for identification, age confirmation and the reliability of the information provided with the Entry. In case of failure by the Participant to provide the Sponsor with the copies of the passport (in scanned or another form) within 3 days from the date of the request or revealing the fact of false or incomplete information provided with the Entry or other violation of the Rules or the law of the Territory, the Sponsor has the right to disqualify the Entry, prohibit such Participant from further participation in the Contest, obtaining of Prizes and the further participation in any way in the contests held by the Sponsor.
- 18.4. The invalidity of any provision of these Rules will not affect the validity of any other provision. In the event that any provision of the Rules is determined to be unenforceable, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid provision was not contained here. Sponsor's failure to enforce any term of these Rules will not constitute a waiver.
- 18.5. Sponsor 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 Contest, 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. You agree to waive any rights to claim ambiguity of these Rules.

- 18.6. Headings are solely for convenience and will not be deemed to affect the meaning of this document.
- 18.7. By entering the Contest, you accept and agree to Wix's Privacy Policy and Terms of Use, and undertake to comply with any and all applicable federal, state and local laws, rules and regulations.
- 18.8. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials, Privacy Policy or Terms and Conditions and/or the terms and conditions of the Rules, the Rules shall prevail, govern and control.

//End of Rules//