

WWC BOX DESIGN CONTEST TERMS

Last updated: June 1, 2016

These WWC Box Design Contest Terms (the “Terms”) govern the relationship between you (referred to as “you”, “You” or “Contest Participant”), Ellison Educational Equipment, Inc. (“Ellison” or “Sizzix”) and Where Women Create, LLC (“WWC”) regarding the WWC Box Design Contest (the “Contest”). “We” and “us” refers to both Sizzix and WWC. The Contest is operated by WWC.

IMPORTANT – PLEASE READ CAREFULLY – THESE TERMS CREATE A LEGALLY BINDING AGREEMENT. BY PARTICIPATING IN THE CONTEST IN ANY WAY, YOU ACCEPT AND AGREE TO BE BOUND, WITHOUT LIMITATION OR QUALIFICATION, BY THESE TERMS. IF YOU DO NOT ACCEPT ANY OF THESE TERMS, YOU ARE PROHIBITED FROM PARTICIPATING IN ANY WAY IN THE CONTEST. IF YOU LIVE IN A JURISDICTION WHERE EVENTS SUCH AS THIS CONTEST ARE ILLEGAL OR IT IS AGAINST THE LAW FOR YOU TO PARTICIPATE IN CONTEST, THEN YOU ARE NOT PERMITTED TO PARTICIPATE IN CONTEST.

1. General Rules.

1.1. Limited License. Subject to your agreement to, and continuing compliance with, these Terms, you are permitted to participate in the Contest and access the websites (“Websites”) operated by Sizzix or WWC to facilitate offering the Contest.

1.2. Minimum Age Requirement. An individual must be at least 18 years of age to participate in the Contest and you will not participate in Contest if you are under the age of 18.

1.3. General Contest Rules: The following general rules apply to your participation in the Contest:

(a) There is no entry fee or amount that must be paid by you to participate in the Contest;

(b) You shall not submit any Contest entries using a false identity or false information, or on behalf of someone other than yourself;

(c) Supplemental Contest rules such as by example, details of how to submit entries, pick up prizes and manner in which to download content for use in Contest entries may be posted on the Contest website and/or submitted to you via the email address you provide as part of registering for Contest and you are deemed to have received such supplemental Contest rules upon WWC emailing you such supplemental Contest rules and/or the posting of such supplemental Contest rules on the Contest website;

(d) You shall not engage in any illegal conduct;

(e) You shall not reproduce, distribute or publicly display any content you access through Websites except as expressly permitted below;

(f) You acknowledge that the Contest is a contest of skill based upon the quality and appropriateness of the entries you submit as determined by WWC in its sole and final discretion and that WWC has the sole authority to determine winning entries in the Contest;

(g) You acknowledge that WWC is the sole judge of entries in the Contest and the decisions of WWC regarding winning entries are final and not appealable;

(h) WWC is the sole selector of prizes and anyone who fails to claim a prize within thirty (30) days forfeits such prize;

(i) You agree that any notices that any of us may be required to provide to you can be provided to you via an email to the address you provide when registering for Contest;

(j) This Contest is not offered to you or available for your participation if you live somewhere where the operation or offering of this Contest would be illegal or if your participation in such Contest is not permitted under applicable law;

(k) Any prizes that WWC may award may be modified or not offered if doing so would violate applicable law;

1.4. Information Provided. When first participating in Contest, you are required to provide us with certain personal information about yourself, which may include (but is not limited to) personal information such as name and email address (collectively, as updated from time to time, "Account Information"). You agree that you will supply accurate and complete Account Information to us, and that you will update such information when and as it changes. You acknowledge and consent to either of us who receive Account Information being permitted to disclose such Account Information to the other and that we can use such Account Information to contact you about the Contest.

1.5. Contest Participation Limitations and Prohibitions.

(a) General Effects of Violations. Any activities you undertake while participating in Contest in violation of these Terms is strictly prohibited, can result in your immediate disqualification from Contest, and may subject you to liability for violations of law.

(b) Activity Prohibitions. You agree that you will not, under any circumstances:

(i) Engage in any act that WWC deems to be in conflict with the spirit or intent of the Contest, including but not limited to circumventing or manipulating these Terms;

(ii) Modify or cause to be modified any files or content provided for your viewing while participating in Contest except as expressly permitted hereunder;

(iii) Disrupt, overburden, or aid or assist in the disruption or overburdening of (1) any computer, server, or network equipment used to offer or support the Contest (each a "Server") or (2) the participation in the Contest by any other person;

(iv) Institute, assist or become involved in any type of attack, including without limitation distribution of a virus, denial of service attacks upon any Server or other

technology used by WWC or Sizzix as part of facilitating the Contest, or other attempts to disrupt the Contest or any other person's participation in the Contest;

(v) Gain, or attempt to gain, unauthorized access to the information, content or data of Sizzix, WWC or any other Contest participant;

(vi) Post or submit any information or content that is abusive, threatening, obscene, defamatory, libelous or racially, sexually, religiously or otherwise objectionable or offensive;

(vii) Harass, abuse, harm, or advocate or incite harassment, abuse or harm of another person or group of persons.

(viii) Post, distribute or make available any material or information that infringes any copyright, trademark, patent, trade secret, right of privacy, right of publicity or other right of any person or entity or impersonates any other person;

(ix) Take any action while using or accessing Websites that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on the infrastructure used to support the Contest, as WWC determines in WWC's sole discretion;

(x) Solicit or attempt to solicit personal information from other Contest participants through the Websites or activities undertaken while participating in the Contest; and

(xi) Contest or challenge WWC's sole authority to determine and rank entries submitted as part of participating in the Contest.

1.6. Suspension and Termination of Right to Participate in Contest:

(a) FAILURE TO COMPLY. WITHOUT LIMITING ANY OTHER REMEDIES, WWC MAY, WITH OR WITHOUT NOTICE TO YOU, LIMIT, SUSPEND, OR TERMINATE YOUR PARTICIPATION IN CONTEST IF, IN WWC'S SOLE DISCRETION, YOU FAIL TO COMPLY WITH ANY OF THESE TERMS OR YOUR CONTEST ACTIVITIES ARE ACTUAL OR SUSPECTED ILLEGAL ACTIVITY. NEITHER WWC NOR SIZZIX SHALL BE UNDER NO OBLIGATION TO COMPENSATE YOU FOR ANY LOSSES OR ADVERSE RESULTS THAT ARE DUE TO THE SUSPENSION, TERMINATION, OF YOUR RIGHT TO PARTICIPATE IN THE CONTEST.

(b) Right to Cease Contest. WWC reserves the right to stop offering or supporting the Contest or alter the manner in which Contest is conducted in order to comply with applicable law at any time and in the event the Contest is terminated or altered, neither WWC nor Sizzix is required to provide refunds, benefits or other compensation to Contest participants in connection with such cessation of the Contest or any part thereof.

2. SERVICE SPECIFIC DETAILS.

2.1. Submitted Content. "Submitted Content" means any content, videos, images, sounds, and all the material, data, and information that you upload, post, publish or transmit through participation in the Contest. By transmitting or submitting any Submitted Content while participating in the Contest, you affirm, represent and warrant that such Submitted Content,

transmission or submission: (a) is accurate and not confidential; (b) not in violation of any applicable law, contractual restrictions or other third party rights; (c) does not contain any content or copyrighted materials owned by anyone other than you except for Sizzix Content submitted as part of Submitted Content to the extent permitted under these Terms; (d) will not result, when distributed, displayed, reproduced used, or modified, in any infringement of the intellectual property rights of any third party or violate or misappropriate any rights of publicity or privacy for any third party; and (d) is free of viruses, adware, spyware, worms or other malicious code. You further represent and warrant that you have all rights necessary to transmit Submitted Content to Sizzix and WWC and to grant the rights in Submitted Content granted to WWC and Sizzix under these Terms.

2.2. Sizzix Content. “Sizzix Content” means the Sizzix Bigz XL Die -Box, Mini Pizza digital file content provided by or available at a website operated by Sizzix for your use in creating Submitted Content. Sizzix grants you a limited, revocable, non-exclusive right to reproduce and modify Sizzix Content only to the extent necessary to provide Submitted Content when participating in Contest.

2.3. Licenses to Posted Content: You hereby grant us a perpetual and irrevocable (other than as provided below), worldwide, fully paid-up and royalty free, non-exclusive, assignable, unlimited license and right to copy, reproduce, fix, adapt, modify, improve, translate, reformat, create derivative works of, manufacture, introduce into circulation, publish, distribute, sublicense, transmit, publicly display, publicly perform, or provide access to electronically, broadcast, communicate to the public by telecommunication, display, perform, enter into computer memory, and use and practice, in any way now known or in the future discovered, your Submitted Content as well as all modified and derivative works thereof. WWC will only exercise the rights granted in this Section 2.3 to offer or to facilitate the conduct of the Contest and Sizzix’s rights in Submitted Content are not limited other than to the extent limited under this Section 2.3. To the extent permitted by applicable laws, you hereby waive any moral rights or any of your rights of publicity or privacy you may have in any Submitted Content.

3. Taxes. You agree to pay any and all fees and applicable taxes incurred by you as a result of receiving any benefits or prizes for submitting a winning Contest entry.

4. Disclaimer; Limitations; Waivers on Liability; Indemnification.

4.1. Disclaimer of Warranties.

(a) CONTEST PROVIDED “AS IS”. YOU EXPRESSLY AGREE THAT PARTICIPATION IN THE CONTEST IS AT YOUR SOLE RISK AND THE CONTEST IS PROVIDED ON AN “AS IS” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4.2. Limitations; Waivers of Liability.

(a) DISCLAIMER OF INDIRECT DAMAGES. YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO

PARTICIPATE IN THE CONTEST AND THAT WE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES YOU MAY SUFFER IN ANY WAY WHATSOEVER ARISING OUT OF YOUR PARTICIPATION IN THE SERVICE.

(b) DISCLAIMER MAY NOT BE APPLICABLE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THE SECTION MAY NOT APPLY TO YOU.

4.3. Indemnification. You agree to defend, indemnify, save, and hold us harmless from any claims, losses, damages, liabilities, including legal fees and expenses, arising out of any: (a) violation by you of these Terms; (b) breach of any representations, warranties and covenants made by you under Terms; or (c) any participation in Contest after you have been advised that you cannot further participate in Contest. You agree that the provisions in this Section will survive any termination of your right to participate in the Contest.

5. Dispute Resolution.

5.1. General. "All Parties" means for purposes of this Section 5, you, WWC and Sizzix. If a dispute arises between you and either one or both of WWC and Sizzix, the goal of both of us is to provide you with a neutral and cost effective means of resolving the dispute quickly. ("Other Party" refers to the entity between WWC and Sizzix that you have a dispute with or both WWC and Sizzix if such dispute is with both WWC and Sizzix). Accordingly, All Parties agree that All Parties will resolve any claim or controversy at law or equity (a "Claim") that arises out of these Terms or the Contest in accordance with one of the subsections below or as we otherwise agree in writing. Before resorting to these alternatives, Sizzix and WWC strongly encourage you to first contact us directly to seek a resolution. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation. Other than those matters listed in Section 5.2, All Parties agree to seek resolution of the dispute only through arbitration of that dispute in accordance with the terms of this Section5, and not litigate any dispute in court. Arbitration means that the dispute will be resolved by a neutral arbitrator instead of in a court by a judge or jury.

5.2. Exclusions from Arbitration. ALL PARTIES AGREE THAT ANY CLAIM FILED BY YOU OR BY EITHER SIZZIX OR WWC IN SMALL CLAIMS COURT OR BY SIZZIX OR WWC RELATED TO PROTECTION OF SIZZIX'S OR WWC'S INTELLECTUAL PROPERTY ARE NOT SUBJECT TO THE ARBITRATION TERMS CONTAINED IN THIS SECTION 5.

5.3. RIGHT TO OPT OUT OF BINDING ARBITRATION AND CLASS ACTION WAIVER WITHIN 30 DAYS. IF YOU DO NOT WISH TO BE BOUND BY THE BINDING ARBITRATION PROVISION AND CLASS ACTION WAIVER IN THIS SECTION5, YOU MUST NOTIFY WWC AND SIZZIX IN WRITING WITHIN THIRTY (30) DAYS OF THE DATE THAT YOU FIRST ACCEPT THIS AGREEMENT. YOUR WRITTEN NOTIFICATION MUST BE MAILED TO WWC TERMS ADMINISTRATOR, AND MUST INCLUDE: (1) YOUR NAME, (2) YOUR ADDRESS, AND (3) A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH SIZZIX AND WWC UNDER THESE TERMS OR RELATED TO CONTEST THROUGH ARBITRATION.

5.4. Class Action Waiver. ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A NAMED OR UNNAMED MEMBER IN A CLASS, CONSOLIDATED, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION, UNLESS YOU AND OTHER PARTY WHO IS A PARTY TO SUCH DISPUTE RESOLUTION PROCEEDINGS SPECIFICALLY AGREE TO DO SO IN WRITING FOLLOWING INITIATION OF THE ARBITRATION.

5.5. Initiation of Arbitration Proceeding; Selection of Arbitrator. If you or either of us elects to resolve your dispute through arbitration, the party initiating the arbitration proceeding must initiate it with the American Arbitration Association ("AAA"). The terms of this Section 5 govern in the event they conflict with the rules of the arbitration organization selected by the parties.

5.6. Arbitration Procedures. All parties agree that the Contest participation involves interstate commerce. The Federal Arbitration Act ("FAA") governs the arbitrability of all disputes and any arbitration conducted pursuant to these Terms. However, applicable federal or state law may also apply to the substance of any disputes. For claims of less than \$75,000, the AAA's Consumer Arbitration Rules shall apply; for claims over \$75,000, the AAA's Commercial Arbitration Rules and relevant fee schedules for non-class action proceedings shall apply. The AAA rules are available at www.adr.org or by calling 1-800-778-7879. Further, if your claims do not exceed \$75,000 and you provided notice to, and negotiated in good faith with, Sizzix and/or WWC as applicable as described above, and if the arbitrator finds that you are the prevailing party in the arbitration, you will be entitled to recover reasonable attorneys' fees and costs as determined by the arbitrator, in addition to any rights to recover the same under controlling state or federal law afforded to All Parties. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. Such award will be binding and final, except for any right of appeal provided by the FAA, and may be entered in any court having jurisdiction over the parties for purposes of enforcement.

5.7. Location of Arbitration. Any of All Parties may initiate arbitration in either Weber County, Utah or the county in which you reside. If you initiate arbitration in the county of your residence, Other Party who is a party to such arbitration may transfer the arbitration to Weber County, Utah provided that Sizzix or WWC agrees to pay any additional fees or costs you incur as a result of the change in location, as determined by the arbitrator.

5.8. Severability. If any clause within this Section 5 (other than the Class Action Waiver clause of Section 5.4) is found to be illegal or unenforceable, that clause will be severed from this Section 5 and the remainder of this Section 5 will be given full force and effect. If the Class Action Waiver (Section 5.4) clause is found to be illegal or unenforceable, this entire Section 5, except for this Section 5.8, will be unenforceable and the dispute will be decided by a court and IN THAT INSTANCE, YOU AND OTHER PARTY EACH WAIVE AND AGREE TO WAIVE ANY RIGHT TO TRIAL BY JURY, TO THE EXTENT ALLOWED BY LAW.

5.9. Survival. This Section 5 shall survive any termination of the Terms.

6. General Provisions.

6.1. Updates to the Terms and Privacy Policy.

(a) Right to Update. Sizzix and WWC reserve the right, at our discretion, to change, modify, add or remove portions of these Terms at any time by distributing to you a revised version of Terms.

(b) Seeking Consent. If these Terms are revised by either of us and either of us seek your consent to be bound by such revised Terms and you do not agree to be bound by such revised Terms, then notwithstanding anything to the contrary, we reserve the right to terminate your participation in the Contest and any rights you may have under Terms.

6.2. Severability. If any provision of these Terms is found invalid, illegal, or unenforceable, in whole or in part, by any court of competent jurisdiction, such provision will, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity, illegality, or unenforceability without affecting the validity, legality, or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which will continue to be in full force and effect.

6.3. Entire Agreement. These Terms, together with any supplemental policies and any other documents expressly incorporated by reference herein, contain the entire agreement between you, Sizzix and WWC with respect to the subject matter hereof and supersede all prior and contemporaneous understandings, agreements, representations and warranties of the parties hereto relating to the subject matter hereof, whether electronic, oral or written, or whether established by custom, practice, policy or precedent.

6.4. No Waiver. The failure of either of us to require or enforce strict performance by you of any provision of these Terms or failure to exercise any right under them shall not be construed as a waiver or relinquishment of any right to assert or rely upon any such provision or right in that or any other instance.

6.5. Choice of Law. These Terms and the Privacy Policy shall be governed by the laws of the State of California notwithstanding its conflict of laws provisions.