

Sweepstakes Terms and Conditions – Caesarstone and Tom Dixon in Milan 2016

General

Caesarstone Sdot-Yam, Ltd. is holding a sweepstakes called ‘Caesarstone and Tom Dixon in Milan 2016’, which is being administered and operated by the sweepstakes sponsor pursuant to the general permit to administer and operate commercial promotions under the Penal Law, 5737 – 1977, and the official rules herein constitute the official rules of said sweepstakes (hereinafter – “**Sweepstakes**”), as part of which a prize drawing shall be held in accordance with that specified in the official rules hereunder.

The Sweepstakes is a prize drawing, which shall be conducted pursuant to the general permit to administer and operate commercial promotions under the Penal Law, 5737 – 1977.

1. Definitions

- 1.1. “**Sweepstakes Sponsor**” – Caesarstone Sdot-Yam, Ltd., Kibbutz Sdot Yam 3780400, Corporate Registration No. 51-143950-7 (“**Caesarstone**”).
- 1.2. “**Supervisor**” – The Sweepstakes Supervisor: Attorney Guy Hadar of the Law Offices of Eitan, Mehulal & Sadot, located at 10 Abba Eban St., PO Box 2081, Herzliya 4612002.
- 1.3. “**Sweepstakes Period**” – The Sweepstakes begins on April 3, 2016, at 12:01 AM (midnight) and ends on April 17, 2016, at 11:59 PM (all times and dates are indicated in Israel Standard Time). The Sweepstakes Sponsor and/or its designee is entitled to modify, extend, shorten, suspend or cancel the Sweepstakes and/or the Sweepstakes Period at any time, at its sole discretion and subject to the approval of the Sweepstakes Supervisor, via immediate notice that shall be published on the Sweepstakes website (as defined hereunder). It is agreed that such notice on the Sweepstakes website shall be sufficient and reasonable and the participant waives any claim in regard to and/or in connection with the foregoing.
- 1.4. “**Sweepstakes Website**” – The internet website located at the following address: <http://www.caesarstone-tomdixon.com/> – where information about the Sweepstakes and participation rules will be published, and where Sweepstakes registration shall take place.
- 1.5. “**Eligibility**” – This Sweepstakes is open to all persons over the age of 18 who meet the official rules established herein, subject to all law. Caesarstone employees, employees of the Law Offices of Eitan, Mehulal & Sadot, as well as all of their assistants, employees, executives, partners and family members, are not entitled to participate in the Sweepstakes. For the purpose of this section, “**family members**” – spouse, parents, children, brothers and sisters.
- 1.6. “**Entrant**” – A Sweepstakes Entrant is a person eligible for participation who registered for the Sweepstakes on the Sweepstakes Website during the Sweepstakes Period, and filled out his personal information (name, email, telephone, country) on the Sweepstakes Website. **Each Entrant is only eligible to participate once.**
- 1.7. “**Prize Drawing**” – On May 1, 2016 (between 9:00 AM – 6:00 PM, Israel Standard Time), a drawing will be held at the offices of the Sweepstakes Sponsor in Israel, in the presence of the sweepstakes committee, where the prize winner will be drawn, as specified hereunder. The prize winner will be selected from among all Entrants who registered on the Sweepstakes Website during the Sweepstakes Period. The prize drawing will be conducted by selecting the winning Entrant from an electronic file sent by the Sweepstakes Sponsor.

- 1.8. **“Potential Winner”** – An Entrant whose name was drawn as a candidate for winning the Sweepstakes, and who meets the provisions of these official rules and the terms and conditions for entry as specified in these official rules hereunder, and subject to all law.
- 1.9. **“Sweepstakes Winner”** – A Potential Winner who has been declared by the Sweepstakes Sponsor as the winner of the Sweepstakes, and who meets the terms and conditions of these official rules, and subject to all law.
- 1.10. **“Alternate Winners”** – Entrants whose names were the first to be drawn after the Potential Winner, and who shall serve as alternates in the event that the Potential Winner cannot be located and/or is disqualified, all as specified in these official rules. Alternate Winners shall be drawn and numbered in descending sequential order. In any event where the Potential Winner cannot be located and/or is disqualified, the Entrant whose name was drawn immediately after the Potential Winner who was disqualified and/or not located will replace Potential Winner. In such an occurrence, the Entrants who were drawn shall once again be ordered in accordance with their relevant position following disqualification.
- 1.11. **“Prize”** – Plum Martini Glass Set by Tom Dixon, whose value is €15 Euros (Euros), as indicated by the supplier; the Sweepstakes Sponsor and/or its designee is entitled to modify and/or replace the Prize, in full or in part, and/or its quantity and/or add additional prizes thereto, all at its sole discretion. Updates on this matter will be published on the Sweepstakes Website.
- 1.12. **“Official Rules”** or **“Sweepstakes Rules”** – The rules that appear in these Official Rules.
- 1.13. **“Sweepstakes Committee”** – The Sweepstakes Committee includes a representative of the Sweepstakes Sponsor and a representative on behalf of the Supervisor.

2. Eligibility Conditions

- 2.1. A person desirous of participating in the Sweepstakes must visit the Sweepstakes Website from any computer and/or through any device connected to the Internet. It is hereby clarified that a visit to the Sweepstakes Website by an Entrant does not constitute evidence or assurance for receiving any prize whatsoever.
- 2.2. Participation in the Sweepstakes and the possibility of winning the prize shall only be permitted to an Entrant who fulfills all of the provisions of these Official Rules.
- 2.3. Participation in the Sweepstakes is open to any Entrant, as defined in Section 1.6 above, who meets the terms and conditions of these Official Rules and who performed all of the following operations during the Sweepstakes Period:
 - 2.3.1. The Entrant visited the Sweepstakes Website, registered for the Sweepstakes and granted his approval to the terms and conditions of these Official Rules.
 - 2.3.2. The Entrant filled out the personal information required during the Sweepstakes registration process on the Sweepstakes Website.
- 2.4. Only an Entrant whose information is properly submitted to the Sweepstakes Website will participate in the Sweepstakes. An Entrant whose information was not transmitted for any reason whatsoever (including an error on the Sweepstakes Website) and/or did not contain full and clear details will be disqualified and shall not participate in the Sweepstakes.

- 2.5. The responsibility to fill out the details and personal information on the Sweepstakes Website is that of the Entrant only. The Sweepstakes Sponsor and/or its designee are not and will not be responsible for the verity and/or inaccuracy and/or incorrectness and/or mistakenness of the information submitted to the Sweepstakes Website. The Sweepstakes Sponsor is not responsible for any Internet failures or malfunctions of the Sweepstakes Website that prevent information from being filled out on a certain time or date, any no Entrant shall have any claim and/or lawsuit and/or demand against the Sweepstakes Sponsor and/or its designee in respect of the foregoing.

3. Winner Selection and Draw Dates

- 3.1. Before the Prize Drawing, the Sweepstakes Sponsor will make a list of all Entrants eligible to participate in the Prize Drawing. The representative on behalf of the Supervisor shall randomly select one Potential Winner for the Prize and 5 Alternate Winners.
- 3.2. The Alternate Winners will be drawn after the Potential Winner is drawn.
- 3.3. The Sweepstakes Sponsor will furnish a detailed report containing the personal information of the Entrant who was drawn (hereinafter – “**Potential Winner**”), as well as the personal information of all Alternate Winners in reverse chronological order, in the order they were drawn. The report will be forwarded to the Sweepstakes Supervisor.
- 3.4. The Sweepstakes Sponsor is entitled to modify the manner in which the Prize Drawing is carried out and/or the Draw Date and/or to select an alternate method of drawing, at its sole discretion, and subject to the approval of the Sweepstakes Supervisor.
- 3.5. In the event of a force majeure and/or circumstances not in the control of the Sweepstakes Sponsor, due to which the Prize Drawing cannot be held and/or cannot be held on time and/or the Prize cannot be granted on time and/or at all, the Sweepstakes Sponsor shall be responsible for conducting the Prize Drawing and/or granting the Prize at an alternate date, and the Entrants shall have no claims arising therefrom.
- 3.6. The results of the Sweepstakes and/or Prize Drawing and/or any matter pertaining thereto cannot be disputed, and all decisions made by the Sweepstakes Sponsor and/or its designee shall be binding and final on matters relating to the foregoing.

4. Winner Notification and Prize Receipt

- 4.1. Following the Prize Drawing, the Sweepstakes Sponsor will attempt to contact the Potential Winner over the telephone up to 3 times using the telephone number said Potential Winner entered during the Sweepstakes registration process, at reasonable time intervals, as well as once via the email address entered by said Potential Winner during the Sweepstakes registration process. Attempts to contact the Potential Winner shall be made using the Potential Winner’s telephone number and email address as submitted on the Sweepstakes Website.
- 4.2. The Sweepstakes Sponsor and/or its designee will not leave a message to the Potential Winner regarding said candidacy for winning and will not present any questions to any person other than the Potential Winner.
- 4.3. Insofar as the Potential Winner is not contacted within 3 business days of the Prize Drawing and/or the Potential Winner does not meet all participation conditions as specified in these Official Rules and/or the Potential Winner has been disqualified due to failure to comply with these Official Rules

and/or there is suspicion that the Potential Winner's eligibility for winning was obtained in a fraudulent manner (including via criminal offense and/or civil tort, and inclusive of hacking the Sweepstakes Website or providing false information) and/or the Potential Winner does not wish to receive the Prize, at the sole discretion of the Sweepstakes Sponsor, then said Potential Winner shall be disqualified and the Sweepstakes Sponsor shall attempt to contact the next candidate from among the Alternate Winners and said Alternate Winner shall be the Potential Winner and all aforementioned instructions shall apply thereto respectively, and so on until a Prize winner is found. It is hereby clarified that a Potential Winner that has been disqualified shall not be entitled to any compensation whatsoever from the Sweepstakes Sponsor and/or its designee.

- 4.4. The Potential Winner that has been contacted must send to the offices of the Sweepstakes Sponsor, either via telephone or email address that shall be provided to him, a copy of his identification card or passport, whose personal information matches that of the Potential Winner, in order to verify the Potential Winner's personal information. Insofar as the Potential Winner fails to provide the documents and information specified above within 2 business days of contact, the Sweepstakes Sponsor shall be entitled to disqualify said Potential Winner and he shall not be entitled to any prize or compensation whatsoever, and he shall have no lawsuit and/or claim against the Sweepstakes Sponsor and/or its designee.
- 4.5. After verifying the Potential Winner's information and documents, and insofar as no other impediment is pending, the Potential Winner shall be named the winner and the Sweepstakes Sponsor and/or its designee shall send the Potential Winner notice of his winnings to the address supplied by the Potential Winner when verifying the personal information provided. The Sweepstakes Sponsor is entitled, at its sole discretion, to send the Prize via mail or courier. It shall be clarified that the Sweepstakes Sponsor and/or its designee are not responsible for a Prize that failed to reach the Potential Winner via mail and/or courier to a wrong address provided by the Potential Winner, and he shall have no lawsuit and/or claim against the Sweepstakes Sponsor and/or its designee as a result of said matter. Delivery confirmation by the postal service or courier confirmation that the Prize was delivered to the address provided by the recipient, each one on its own, constitutes final and binding confirmation that the Prize was delivered to the Winner and shall be deemed to have been delivered to the Winner, and the Winner and/or any entity on its behalf shall have no lawsuit and/or claim against the Sweepstakes Sponsor and/or its designee in regard to receipt of and/or failure to receive the Prize, whatever the reason.
- 4.6. The Entrant agrees and approves that his name may be published on the Sweepstakes Website as the Sweepstakes Winner. The Entrant hereby declares that said undertaking is being made of his own volition, it is irrevocable and cannot be rescinded or modified.

5. Prize

- 5.1. The Sweepstakes Sponsor and/or its designee is entitled to modify and/or replace the Prize (as this term is defined above) and/or its quantity and/or add additional prizes thereto, all at its sole discretion. Updates on this matter will be published on the Sweepstakes Website, as it is defined above. In the event of a change to the published Prize, the Entrants shall have no claim and/or lawsuit and/or demand against the Sweepstakes Sponsor and/or its designee in regard to the foregoing.
- 5.2. It shall be clarified that the actual date on which the Prize is supplied shall be determined by the Sweepstakes Sponsor and/or its designee, and the Winner shall have no claim and/or lawsuit and/or demand against the Sweepstakes Sponsor due to the foregoing, including due to any delay or postponement of the date on which the Prize or any part thereof is supplied.

- 5.3. The Prize offered as part of this Sweepstakes cannot be exchanged, modified or substituted by the Winner for money or money's worth nor for any other prize and/or product.
- 5.4. The Prize is personal and is to be used by the Winner. The Winner shall not be entitled to transfer and/or assign the Prize to another person, unless authorized to do so by the Sweepstakes Sponsor, at the discretion of the Sweepstakes Sponsor and subject to the approval of the Sweepstakes Supervisor.
- 5.5. Any tax, deduction or tax payment demand by any country whatsoever, of any kind whatsoever, shall be under the sole responsibility and expense of the Winner. The Sweepstakes Sponsor is entitled to disclose the details of the Prize Winner to the tax authorities in any country, if so required by law. The Sweepstakes Sponsor shall not be required to pay any tax whatsoever in connection with the winning in any country whatsoever.

6. Disclaimer (Limitation of Liability)

- 6.1. The Entrant hereby declares that he and/or any entity on his behalf does not and will not have any claim and/or demand and/or lawsuit against the Sweepstakes Sponsor, its executives, employees and designees in regard to the Sweepstakes, participation (or failure to participate) in the Sweepstakes and/or winning the Sweepstakes. The Entrant hereby declares that this undertaking is irrevocable and cannot be rescinded or modified.
- 6.2. Participation in the Sweepstakes is under the sole responsibility of the Entrant, and the Sweepstakes Sponsor and/or its employees and/or its designees are not and will not be held accountable, directly or indirectly, for any damage (including personal injury and/or property damage), loss, forfeiture or expense of any kind whatsoever caused to any of the Entrants and/or any entity on their behalf, which is connected, directly or indirectly, with the Sweepstakes.
- 6.3. It shall be clarified that the Sweepstakes Sponsor, its executives, employees and designees are not responsible in any way, shape or form for damages, expenses or errors with the Prize. The Winner is solely responsible for claiming the Prize and the Prize shall be claimed in accordance with the provisions of all law, and the Winner and/or any entity on its behalf shall have no demand and/or lawsuit and/or claim against the Sweepstakes Sponsor and/or its designee insofar as they suffer damage and/or harm and/or expense and/or loss in connection with the claiming of the Prize won by the Winner.
- 6.4. The Entrant declares, agrees and affirms that he is aware that despite efforts by the Sweepstakes Sponsor, events and/or disruptions and/or disorders and/or malfunctions may occur which would prevent the Entrant from winning the Prize and/or receiving the Prize, and the Entrant agrees to exempt the Sweepstakes Sponsor and/or its designee from any claim and/or demand and/or lawsuit, and he shall not be entitled to any compensation, indemnification or remedy as a result thereof.
- 6.5. The Sweepstakes Sponsor and/or its designee shall not be held accountable nor shall they be under any obligations in the event that the Sweepstakes is ceased and/or not held, for any reason whatsoever.
- 6.6. By participating in the Sweepstakes the Entrant agrees that any fault, malfunction, delay, etc. resulting from a force majeure, whether in Israel or anywhere else, or any other event not in the hands of the Sweepstakes Sponsor, shall not be deemed a breach of these Official Rules and shall not entitle the Entrant to any remedy and/or right and/or relief and/or claim and/or demand and/or lawsuit against the Sweepstakes Sponsor and/or its designee.

- 6.7. The Sweepstakes Sponsor and/or its designee do not guarantee that the Sweepstakes will not be disrupted nor that it will go according to plan without restriction or suspension, be carried out without error, be immune to damages, malfunctions, inaccuracies, mistakes and omissions. It is hereby clarified that in the event one of the foregoing does in fact occur, the Sweepstakes Sponsor at its sole discretion may take any action in order to minimize and/or neutralize the foregoing, including stopping the Sweepstakes before the end of the Sweepstakes Period and/or canceling the Sweepstakes altogether and/or taking any other measure, and the Entrant shall have no claim and/or lawsuit and/or demand against the Sweepstakes Sponsor and/or its designee in connection with the foregoing.
- 6.8. Without derogating from the generality of the foregoing, the Sweepstakes Sponsor does not guarantee that the Sweepstakes will be held without disruption, error, malfunction, breakdown or mistake, and the Entrant shall have no claim or lawsuit as a result thereof or in connection therewith. In addition, it is hereby emphasized that the availability of the Sweepstakes Website is contingent upon the Internet being available and in proper working order, and the Sweepstakes Sponsor and/or its designee are not responsible for the proper working order of any communications systems and/or digital systems, including the Internet, and they are not and will not be held accountable for any absence in signal and/or disruptive signal of messages and/or data and/or disruption in message transmission and/or any other disruption and/or for any other malfunction in said systems, as well as all other equipment not in their control, and they shall not be held liable for interruptions and/or disruption in said systems. The Entrant does not and will not have any claim, demand or lawsuit for any damage, loss, forfeiture, impact on the odds of winning or expense caused thereto due to a mistake, breakdown, disruption, delay or malfunction arising from said systems.
- 6.9. In any case where it is proven that a malfunction, damage or negligence on the part of the Entrant prevented him from participating in the Sweepstakes and/or winning the Prize and/or claiming the Prize, the Sweepstakes Sponsor shall be exempt from all liability.
- 6.10. The Sweepstakes Sponsor is entitled to disclose any information so required by law and/or directive of a competent authority.

7. Participant's Representations and Warranties

- 7.1. Without derogating from all of his other obligations and undertaking pursuant to these Official Rules and/or any law, by participating in this Sweepstakes the Entrant declares, agrees and undertakes as follows toward the Sweepstakes Sponsor:
- 7.1.1. All personal information submitted during the registration process are correct and accurate.
- 7.1.2. He is at least 18 years of age.
- 7.1.3. He has read the Official Rules and accepts all provisions thereof, and even if he has not read the Official Rules, he agrees that the Official Rules shall apply to him and bind him for intents and purposes.
- 7.1.4. He agrees to receive emails and/or SMS messages from the Sweepstakes Sponsor and/or its designee in connection with the Sweepstakes. Sweepstakes Entrants shall have no claim and/or lawsuit against the Sweepstakes Sponsor and/or its designee in any matter pertaining to and/or connected with the Communications Law (Bezeq and Transmissions) (Amendment No. 40), 5768 – 2008 (according to Israeli law).

- 7.1.5. The selection of the Winner at the end of the Sweepstakes Period is final, absolute, binding and cannot be contested and/or appealed.
- 7.1.6. He or any entity on his behalf does not and will not have any claims and/or demands and/or lawsuits against the Sweepstakes Sponsor and/or its designee in regard to the Sweepstakes, participation in the Sweepstakes, winning the Prize and/or due to claiming the Prize and the consequences of claiming the Prize.
- 7.1.7. The Entrant shall bear all liability, explicit or implicit, and shall compensate and indemnify the Sweepstakes Sponsor and/or its executives and/or employees and/or designees immediately upon initial demand to do so, for any damage (including direct, indirect, circumstantial and consequential damages, loss of profits and reputational damage), loss, forfeiture, expenses, of any kind whatsoever, as well court fees and attorney fees, due to any claim and/or demand and/or lawsuit arising from an unlawful act and/or omission related in some manner to a direct and/or indirect breach of these Official Rules.
- 7.1.8. He is aware that the Sweepstakes Sponsor and/or its designee bear no liability in regard to the loss of personal information of any of the Entrants as a result of a technical failure, as a result of which personal information submitted as part of the Sweepstakes has been deleted, destroyed or garbled.

8. Miscellaneous

- 8.1. Wherever used herein, a pronoun in the masculine gender will be considered as including the feminine gender.
- 8.2. The Sweepstakes Sponsor is entitled to give notice of a change to structure, contents, procedures, Sweepstakes dates, Prize Drawing dates, Sweepstakes stages, Prizes and winnings, method of Prize and/or winning distribution and the size thereof, all via notice on the Sweepstakes Website or through any other means. Entrants are hereby notified that the Official Rules may be modified during the Sweepstakes, at the discretion of the Sweepstakes Sponsor, and the updated Official Rules shall be available on the Sweepstakes Website. The binding version of the Official Rules is the most current version, even if the Entrant and or any entity on his behalf relied on a previous version.
- 8.3. The Sweepstakes Sponsor and/or its designee are entitled to disqualify, ahead of time and/or retroactively, Entrants and/or a Potential Winner and/or a Winner that acted, at the discretion of the Sweepstakes Sponsor and/or its designee, in deceit and/or subterfuge and/or via improper means and/or inappropriately and/or against the law and/or against the provisions of these Official Rules, as well as to prevent such Entrants from participating in the Sweepstakes and/or disqualifying their winning, all at the sole discretion of the Sweepstakes Sponsor and/or its designee.
- 8.4. In any event of a discrepancy or inconsistency between the provisions of these Official Rules and other publications regarding the Sweepstakes, including on the Sweepstakes Website and/or in any other medium, but excluding notice by the Sweepstakes Sponsor regarding a modification to these Official Rules, the provisions of these Official Rules shall prevail for intents and purposes.
- 8.5. These Official Rules are governed by, and will be construed in accordance with, the laws of the State of Israel only. The exclusive jurisdiction is that of the competent courts in Tel Aviv, Israel.

- 8.6. Copies of these Official Rules, in addition to their appearance on the Sweepstakes Websites, can be found at the offices of the Sweepstakes Supervisor and the offices of the Sweepstakes Sponsor in Kibbutz Sdot Yam.