

## AFFIDAVIT OF ELIGIBILITY & LIABILITY/PUBLICITY RELEASE

1) **Sponsor:** JerusalemExperience.com at PO Box 34573, Jerusalem, 91344 Israel (C/O Eran Frenkel)

**Promotion Name:** A Flight Ticket and a ONE Week at the Abraham Hostel in Jerusalem, Israel (the "Promotion")

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Congratulations! You are a potential Prize winner in the Promotion. In order to confirm your eligibility, please complete the following Affidavit of Eligibility, Publicity and Liability/Publicity Release Form (the "Affidavit and Release"). Please read these documents carefully before completing and signing. They must be completed and signed before a notary and returned within 14 days of date the attached letter. Failure to comply in the time noted may result in disqualification and an alternate winner selected. Send the completed Affidavit and Release to:

JerusalemExperience.com at PO Box 34573, Jerusalem 91344, Israel (C/O E.Frenkel)

Once we receive the Affidavit and Release and verify all eligibility qualifications have been met, we will contact you to set the date, time, location, and duration of the Grand Prize, which will be at the sole discretion of Sponsor after considering the winner request. We are required by law to report to the Internal Revenue Service the fair market value of your prize. We will send you a copy of this documentation. You acknowledge that you are solely responsible for all federal, state and local taxes due as a winner of this Promotion, as well as obtaining and paying for any accident, property or other insurance related to the use of the prize.

In consideration of the mutual promises contained in this Agreement and intending to be legally bound, I agree as follows:

I am at least eighteen (18) years of age, I am a \_\_\_\_\_ resident, and I reside in \_\_\_\_\_. I am submitting this Affidavit and Release with the understanding that it will be relied upon to determine my eligibility in the Promotion.

I have agreed to and complied with all the Official Rules and regulations of the Promotion and I have committed no fraud or deception in entering the Promotion or in claiming any prize. I am not an employee or an immediate family member, including household members (whether related or not), of JerusalemExperience.com ("**Sponsor**"), or its respective affiliates, subsidiaries, divisions, advertising and promotion agencies, and respective employees of each (collectively, with Sponsor, the "**Sponsor Parties**").

I understand that I am entitled to receive only the announced prize. No substitution or transfer of prize is permitted, except at Sponsor's sole discretion. I

assume responsibility for all other charges, including but not limited to: permits, license, registration, taxes, & insurance fees, if any. Any Federal and State taxes and any duties on a prize are my sole responsibility. I understand that the Sponsor will pay only for my airfare and a one week staying at the Abraham Hostel in Jerusalem. I acknowledge and agree that I am responsible for all other costs and expenses that may become due because of my winning the prize.

I grant Sponsor Parties the right to print, publish, reproduce, broadcast, and use universe-wide in any media now known or later developed at any time or times, my name, portrait, picture, voice, likeness, and biographical information for all purposes, including publicity, advertising and promotional purposes without additional consideration, except where prohibited by law. I waive any right I may have to inspect or approve such publicity materials.

I understand and acknowledge and hereby, for myself, my heirs, executors and administrators, do waive and release any and all rights, claims and causes of action whatsoever I may have against the Sponsor or Sponsor Parties for any matter, cause or things whatsoever arising out of my acceptance and utilization of the prize that I have won in the Promotion.

BY ENTERING THE PROMOTION OR ACCEPTING THE PRIZE, I AGREE THAT SPONSOR PARTIES, AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, REPRESENTATIVES AND AGENTS, WILL HAVE NO LIABILITY WHATSOEVER FOR, AND WILL BE HELD HARMLESS FOR ANY LIABILITY FOR ANY INJURY, LOSS OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING DEATH, AND PROPERTY, DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE OR PARTICIPATION IN THIS PROMOTION OR PARTICIPATION IN ANY PROMOTION OR PRIZE RELATED ACTIVITY. I ACKNOWLEDGE THAT THE SPONSOR PARTIES WAIVE ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. If, for any reason, the Prize is not capable of running as planned, including but not limited to scheduling conflicts or inclement weather, or any other causes beyond the reasonable control of Sponsor in Sponsor's sole discretion, Sponsor reserves the right at its sole discretion to cancel, terminate, modify, or suspend the Prize.

In addition, and without limiting the foregoing, I agree to indemnify and hold harmless the Sponsor Parties against any loss, damages, or expenses, including court costs and reasonable attorneys fees, that any of them suffer as a result of any act or omission by me in connection with this Promotion, my receipt of any prize award, and any representations made in this Affidavit and Release. I agree to return or forfeit immediately upon demand to the Sponsor the value of said prize that has been or may be awarded to me, along with any prize-related materials, such as travel tickets, if any statement made by me in this Affidavit and Release is false.

Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of the Official Rules, this Affidavit and Release, participation in the Promotion or participation in any sweepstakes or prize related activity, and all matters arising out of or related to this Promotion, shall be governed by, and construed in accordance with, the laws of the State of Israel, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Israel or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than the State of Israel . Any action seeking legal or equitable relief arising out of or relating to the game or these Official Rules shall be brought only in the courts of the State of Israel.

I recognize that I may wish to seek independent counsel, including to determine the full extent of my tax liability under state federal laws and regulations.

I declare that all information I submit in this Affidavit and Release is true and correct. I attest that I have read or have had read to me, and understand all the foregoing provisions of this Affidavit and Release, prior to its execution, and agree to bound by them.

**SIGNATURE**\_\_\_\_\_

**ADDRESS**\_\_\_\_\_

**CITY, STATE, ZIP**\_\_\_\_\_

**TELEPHONE**\_\_\_\_\_

**SOCIAL SECURITY NUMBER**\_\_\_\_\_

**DATE OF BIRTH**\_\_\_\_\_

**EMPLOYER**\_\_\_\_\_

**WORK TELEPHONE**\_\_\_\_\_

ATTENTION: To be valid, this Affidavit & Release

MUST BE NOTARIZED.

Sworn to before me this \_\_\_\_\_day  
of \_\_\_\_\_, \_\_\_\_\_

Notary Signature\_\_\_\_\_

My appointment expires \_\_\_\_\_, \_\_\_\_\_

Notary Seal or Stamp: