

TrueCar 2018 DrivenToDrive Vehicle Giveaway Contest
OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.

1. **DESCRIPTION:** The "TrueCar 2018 DrivenToDrive Vehicle Giveaway Contest" (the "**Contest**") gives eligible entrants (each an "**Entrant**" and collectively, "**Entrants**") the opportunity to complete the online entry form and submit a text response to the question "Tell us about yourself, your military experience and what goals you hope to achieve with a new vehicle?". (the "**Submission**") for consideration in accordance with the guidelines set forth herein. By participating in the Contest, each Entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of TrueCar, Inc., 120 Broadway, Suite 200, Santa Monica, CA 90401 ("**Sponsor**" or "**TrueCar**"). The Administrator of this Promotion is Creative Zing Promotion Group ("**Administrator**"), 189 South Orange Avenue, Suite 1130A, Orlando, FL 32801. The Sponsor and Administrator shall collectively be referred to as the "**Contest Entities**". The Prize Provider of this Promotion is AutoNation, Inc. ("**Prize Provider**"), 200 SW 1st Avenue, Suite 1600, Fort Lauderdale, FL 33301. Contest is void where prohibited or restricted by law.

The Contest will operate in accordance with these Official Rules (the "**Official Rules**") as follows:

- **Submission Period:** The Submission Period begins on or about Tuesday, March 6, 2018 and ends on Sunday, March 18, 2018 at 8:59:59 pm Pacific Time ("**PT**") (the "**Submission Period**").
 - **Submission Review, Evaluation & Judging:** Concurrent with and following the Submission Period, eligible Submissions will be evaluated by the "**Judging Panel**" (as that term is defined below) according to the criteria in Section 4. The Judging Panel will select up to five (5) "**Finalists**" to progress to the next round.
 - **Finalist Notification:** On or about Monday, March 26, 2018, up to five (5) Finalists, as determined by the Judging Panel, will be asked to confirm eligibility, complete request releases, provide proof of service or proof of relationship/address, and participate in a video conference interview according to Section 5 of these Official Rules.
 - **Grand Prize Winner Notification:** On or about the week of April 9, 2018, one (1) "**Grand Prize Winner**" will be notified, according to Section 6 of these Official Rules.
 - **Grand Prize Winner Public Announcement:** On or about Monday, May 21, 2018.
2. **ENTRANT ELIGIBILITY:** In order for an Entrant to be eligible to participate in the Contest, the Entrant must meet the following eligibility criteria:
- Entrant must be a legal United States resident who resides in the forty-eight (48) contiguous United States or the District of Columbia, and is physically located and residing therein;
 - Entrant must be at least eighteen (18) years of age and the age of majority in their state of primary residence at the time of entry;
 - Entrant must hold a valid U.S. driver's license in their state of residence;
 - Entrant must be an active duty service member or a veteran (retired or separated from) of the United States military (as defined as U.S. Air Force, Army, Coast Guard, Marines, Navy, National Guard and Reserves) and have not been dishonorably discharged OR an immediate family member of an active duty service member or veteran (defined here as a parent; sibling; child by blood, adoption, or marriage; spouse or widow; grandparent or grandchild) residing within the same household address full-time as the active duty service member or veteran;
 - Entrant must be the rightful owner of the phone number and email address associated with the entry. In the event of a dispute, the Entrant or potential winner will be deemed the Authorized Account Holder of the email address associated with the entry. "**Authorized Account Holder**" is defined as the natural person in whose name the e-mail account was opened. In the event a dispute regarding the identity of an Entrant or potential Finalist or Winner cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed void;
 - Entrant must NOT be an employee, owner, shareholder, officer or director of the Contest Entities, Disabled American Veterans ("**DAV**"), AutoNation, Inc. or any of its affiliated dealerships (collectively, "**AutoNation**"), or any other person/company directly involved with the Contest.

Household Members and Immediate Family Members of such individuals are also not eligible to enter or win. **"Household Members"** shall mean those people who share the same residence at least three months a year. **"Immediate Family Members"** for purposes of this paragraph only shall mean parent; sibling; child by blood, adoption, or marriage; spouse or widow; grandparent or grandchild;

- Entrant, if chosen as a Finalist, must be able to provide official proof of service documentation (such as one of the following: Common Access Card (CAC), Uniformed Services ID Card, DD Form 2, 214 215, 256, 2765, 2765 or 1173, NGB Form 22, Military ID, Veterans ID, Veteran's Designation on Driver's License or State Veterans ID, or Veterans Group Membership Card); or if a potential Finalist is an immediate family member of one of the foregoing, he/she must provide proof of relation, service documentation for the related service member/veteran, and proof of address.

3. HOW TO ENTER & SUBMISSION REQUIREMENTS: To enter, visit truecar.com/driventodrive (the "**Website**"), complete the registration form with the information requested including full name, street address, city, state of residence, zip code, daytime telephone number, email address (civilian or non-governmental), date of birth, and the name of the U.S. military branch that they or family member are an active duty member or veteran of and follow the instructions to provide a short answer (250 words or less) to the question *"Tell us about yourself, your military experience and what goals you hope to achieve with a new vehicle?"* (the "**Submission**") for consideration in accordance with the Submission guidelines to be set forth in the Official Rules. Entrants will be required to affirmatively agree to the Official Rules. Upon completion, Entrants must click the "Submit" button to receive one (1) entry into the Contest.

Limit one (1) entry per person/per email. Any attempt to obtain more one entry by using multiple/different identities, registrations, logins, and/or any other methods will void such Entrant's entry and that Entrant may be disqualified from the Contest. Automated entries are prohibited, and any use of automated devices will cause disqualification.

Incomplete, unreadable, or unintelligible entries will be disqualified. ELIGIBLE ENTRANTS MUST ENTER IN ACCORDANCE WITH THESE OFFICIAL RULES. NO OTHER METHOD OF SUBMISSION WILL BE ACCEPTED. Participation in the Contest constitutes Entrant's understanding of, full and unconditional agreement to, and acceptance of these Official Rules. Sponsor reserves the right to disqualify any Entrant that Sponsor determines to be in violation of any term contained in these Official Rules. Sponsor's decision not to enforce a specific provision of these Official Rules does not constitute a waiver of that provision or of the Official Rules generally. **Sponsor has the right to change the Contest Period, and all other dates or deadlines set in connection with this Contest, at any time and in its sole discretion, and notice will be posted on the Website.**

Submission Requirements & Restrictions: Each Submission that is entered into the Contest must meet the following "Submission Requirements" (any Submission that, in Sponsor's sole and absolute direction, violates the following criteria will be disqualified):

- Submission must respond to the question: *"Tell us about yourself, your military experience and what goals you hope to achieve with a new vehicle?"* Submission must be original to Entrant and Entrant must be the rightful owner of the Submission;
- Submission must be completed in 250 words or less;
- Submission must NOT contain material that infringes or violates any applicable laws or regulations or any right of a third party including: (1) copyright, patent, trademark, trade secret or other proprietary or contractual rights; (2) right of privacy or publicity; or (3) any confidentiality obligation;
- Submission must NOT reference third parties/people, who have not expressly authorized in writing the Entrant to feature their name or likeness in the Submission or otherwise use such name or likeness in accordance with these Official Rules. If applicable, a potential winner may be required to verify such authorization in the form of a release;
- Submission cannot contain content that infringes trademarks, logos or trade dress owned by others, or advertise or promote any brand or product of any kind, without permission, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;

- Submission must NOT contain material which is (or promoting activities which are) or may be construed as sexually explicit, obscene, pornographic, violent, self-mutilating (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation or age), illegal (e.g. underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane, or harassing; or material that contains any derogatory references to any Promotion Entities;
- Submission must NOT include any copyrighted media production, or references to films, music, books, television programming, etc., or contain any identifying descriptions of any media property and;
- Submission must NOT contain any derogatory references to any of the "Released Parties", as defined below.

4. JUDGING: Eligible Submissions will be reviewed and scored by a panel of judges consisting of representatives of Sponsor ("**Judging Panel**") to select up to five (5) Finalists.

- **Relevance of Response to the Question = 50%**
- **Positive/Passionate Tone = 30%**
- **Clear/Intelligent Written Communication= 20%**

In the event of a tie, such tied Submissions will be reevaluated by the judges in accordance with the aforementioned criteria and the Submission(s) with the highest point score on "Relevance of Response to the Question" will be deemed the Finalist(s). Final judging scores will not be revealed.

5. FINALIST NOTIFICATION: Up to five (5) potential finalists (each a "**Finalist**"), as determined by the Judging Panel will be notified by telephone and/or email on or about Monday, March 26, 2018 and will be required to respond (as directed) to the notification attempt within twenty-four (24) hours (or a shorter time if required by exigencies). The failure to respond timely to the notification may result in forfeiture of the potential Finalist standing and, in such case; Contest Entities may select an alternate Finalist according to the Judging Panel results. Potential Finalists will be required to execute and return a pre-qualification affidavit of eligibility, a liability release and, unless prohibited by law, a publicity release, proof of service, and other related documents as may be required by the Contest Entities (the "**Finalist Documents**") within a reasonable amount of time, as determined by the Contest Entities in their sole discretion. Upon return of the Finalist Documents, Finalist will be contacted to schedule and participate in a brief video conference interview with the Sponsor on or about Tuesday, April 3, 2018 or Wednesday, April 4, 2018. A potential Finalist CANNOT proceed in the Contest until all such properly executed Finalist Documents are returned and verified and the interview is completed. Finalists are bound to confidentiality and certain other obligations and are NOT permitted to publically announce their status as a Finalist (via social or traditional media) until the confirmed Finalists have been publically announced by the Sponsor (if Sponsor elects to make such announcement) or such other time as Sponsor grants the confirmed Finalists permission to share their status. A Finalist's breach of such confidentiality will result in his/her forfeiture of the Finalist standing, and, in such case, Contest Entities may select an alternate.

6. GRAND PRIZE WINNER DETERMINATION & NOTIFICATION: One (1) Grand Prize Winner will be determined based on a combination of the judging results, and evaluation of the video conference interview using the judging criteria above, at the sole discretion of the Sponsor. The potential Grand Prize Winner may, at the sole discretion of Sponsor, be notified in person by the Sponsor at the address provided on the Finalist Documents on or about the week of April 9, 2018 or by telephone and/or email by the Administrator no later than Friday, April 13, 2018. Grand Prize Winner will be required to respond (as directed) to the notification attempt within one (1) day of notification and will be required to sign and return a "**Prize Acceptance Form**" and other applicable releases, as determined by the Contest Entities, and provide the following documents including a photocopy of a valid U.S. driver's license and proof of valid automobile insurance prior to officially being declared as a winner. The failure to respond and/or return the Prize Acceptance Form and other documents in accordance with the stated deadlines may result in forfeiture of participation in the Contest and, in such case, Contest Entities may select an alternate. The Grand Prize Winner is bound to confidentiality and certain other obligations and is NOT permitted to publically announce his/her status as a Grand Prize Winner (via social or traditional media) until it has been publically announced by the Sponsor or its designee and the winners have been granted permission to do so. A winner's breach of such confidentiality will result in his/her forfeiture of

participation, and, in such case, Contest Entities may select an alternate winner. Grand Prize Winner will receive an IRS Form 1099 from the Contest Entities for the total value of the prize received. The IRS Form 1099 will be issued for the calendar year in which the Grand Prize is fulfilled.

7. PRIZE: One (1) Grand Prize is available. Grand Prize consists of: Winner's choice of one (1) vehicle, ("**Vehicle**"), valued up to \$35,000. Vehicle selected must be available at a participating AutoNation location, selected by the Sponsor. Sponsor and/or Prize Provider have final approval over Vehicle selected and reserve the right to award an alternate similar Vehicle at their sole discretion. Winner will be responsible for any costs that exceed \$35,000. Sponsor reserves the right, in its sole discretion, to provide a projected tax gross-up allowance (estimated at a maximum of \$15,000 which is 30% of maximum Vehicle value) to help offset income tax liability. If applicable, the projected tax gross-up allowance will be awarded in the form of a check in an amount determined by Sponsor prior to December 31, 2018. If income taxes exceed such amount, the additional expenses shall be the responsibility of the Winner, as applicable. **Approximate Retail Value ("ARV") of the Grand Prize (vehicle and gross up check) is \$50,000.**

In order to claim the Grand Prize, the Winner must be able attend the Winner Reveal event ("Event") currently scheduled to take place on Saturday, May 19, 2018 or Sunday, May 20, 2018 at a dealership selected by Sponsor. Final date, time and location of the Event to be determined at the Sponsor's sole discretion. The Grand Prize Winner will pick up his/her vehicle on this date.

Grand Prize winner is required to comply with all applicable federal, state and local laws, rules and regulations, including but not limited to licensing and insurance requirements. The vehicle will be selected by the Grand Prize Winner from the available select vehicles at a dealership, as selected by the Sponsor. Vehicle awarded may differ from Vehicle shown in promotional materials. Winner will be responsible for all taxes (federal, state, local and/or income) and all expenses not listed, including but not limited to travel to and from the dealership, related to acceptance and use of the Vehicle. Reasonable efforts will be used, subject to availability, to deliver vehicle within 120 days of receipt of completed Prize Claim Documents. Contest Entities are not responsible for delays in delivery. Grand Prize Winner must take delivery of prize Vehicle within 30 days of notice of availability from the dealer near Grand Prize Winner's residence and must present a valid driver's license issued in his/her state of residence and evidence of legally required insurance at time of delivery. Grand Prize Winner will also be responsible for sales tax, luxury tax, extended warranties, registration, license, insurance fees, title, plates and cost of any available upgrade and/or optional equipment not provided within the allocated prize budget for this vehicle.

Vehicle cannot be sold, bartered, auctioned or otherwise given away without the express written consent of Sponsor. Grand Prize Winner cannot assign or transfer the prize to another person, except at discretion of Sponsor. If a prize cannot be awarded due to circumstances beyond the control of Sponsor, a substitute prize of equal or greater retail value will be awarded; provided, however, that if the prize is awarded but is unclaimed/forfeited by recipient, prize may not be re-awarded, in Sponsor's sole discretion. The prize cannot be redeemed for cash. No prize substitution allowed except at the discretion of Sponsor. Other restrictions may apply.

ALL FEDERAL, STATE AND LOCAL TAXES, AND ANY OTHER COSTS AND EXPENSES, ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER. If the actual value of any prize is less than the ARV stated herein, the Winner will NOT be entitled to a check, cash or other form of payment for the price difference. For tax reporting purposes, the Grand Prize Winner must provide Contest Entities with a valid social security number before the prize will be awarded. The tax gross-up allowance will be awarded in the form of a check prior to December 31 of the year Grand Prize is fulfilled. If income taxes exceed such amount, the additional expenses shall be the responsibility of the Grand Prize Winner, as applicable. Administrator reserves the right to disqualify anyone not fully complying with these Official Rules.

8. MATERIALS/RIGHTS IN SUBMISSIONS/PUBLICITY RIGHTS: Each Submission, and all materials provided in conjunction with the Submission, will remain the property of the respective Entrant who will have sole responsibility and liability for any claims related to such Submission and any other materials submitted by the Entrant. In consideration of a Submission being reviewed and evaluated for this Contest, each **Entrant** hereby grants to the Sponsor and its designees the irrevocable, royalty-free right to use, copy, transmit, distribute, adapt, modify, delete, display or make derivative works from the Submission in any way so long as the Contest Entities do so solely for Contest-related social media, publicity and promotion

and for purposes of Contest administration, judging and fulfillment. Each Entrant agrees and acknowledges that participation in the Contest, including, without limitation, the Entrant's decision to upload or post a Submissions for purposes of the Contest, shall not give rise to any confidential, fiduciary, implied-in-fact, implied-in-law, or other special relationship between the Contest Entities and Entrant, does not place the Contest Entities in a position that is any different from the position held by members of the general public with regard to elements of the Entrant's entry, and that the only contracts, express or implied, between the Sponsor and its designees and Entrant are as set forth in these Official Rules and any additional release forms. By submitting a Submission, you agree that your Submission is gratuitous and made without restriction, and will not place Sponsor under any obligation that Sponsor is free to disclose or otherwise disclose the ideas contained in the Submission on a non-confidential basis to anyone or otherwise use the Submission without any additional compensation. You acknowledge that, by acceptance of your Submission, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than you. In consideration of Entrant being confirmed as a **Finalist** such Finalist grants to the Sponsor and its designees the exclusive, irrevocable, fully paid, universal license to use, copy, edit, sublicense, transmit, distribute, publicly perform, publish, delete or display his/her Submission, or any portion thereof, including to the extent applicable (a) any information, photo, name, likeness, biographical data, city, state of residence and quotations submitted by Finalist in connection with the Contest ; and (b) all photographs, text, graphics, statements and quotations furnished by Finalist as part of this Contest (the "**Materials**") included in and/or submitted by Finalist in connection with the Contest, in any media now known or hereafter devised including, but not limited to all forms of electronic media, print media and all forms of internet and wireless protocol and on a winners' list, if applicable, without further compensation unless prohibited by law. Finalist understands that his or her name and Submission may be posted on the Website in connection with the Contest and/or on Sponsor's social media channels. Finalist agrees that the Sponsor and its designees have no obligation to display or post the Submission or any Material on the Website and/or social media channels. Finalist authorizes the Sponsor and its designees to utilize, for eternity and in any manner they see fit, the Submission for the purpose of advertising, trade, or promotion without further compensation or consideration in any and all media now known or hereafter developed throughout the universe and to make derivative works from such Materials. Sponsor reserves the right to send a media/video crew to document the Grand Winner's story including, but not limited to, at the Grand Winner's home for the in-person (if applicable) winner notification and at the Event , in addition to documenting other elements of the Grand Prize Winners' story at select locations within one (1) year after receiving the vehicle.

9. NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF: Each Entrant understands and acknowledges that the Contest Entities have wide access to ideas, stories, designs, and other literary materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each Entrant also acknowledges that many ideas may be competitive with, similar or identical to the Submission and/or each other in theme, idea, format or other respects. Each Entrant acknowledges and agrees that such Entrant will not be entitled to any compensation as a result of any Contest Entities' use of any such similar or identical material. Each Entrant acknowledges and agrees that the Contest Entities do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Submission.

10. RIGHTS OF CONTEST ENTITIES/ DISCLAIMER OF LIABILITY: Contest Entities, shall have the right and sole discretion to edit or disqualify any Submission whatsoever which it finds to be in violation of the provisions hereof, does not fully comply with all of Contest Entities requirements in connection with any and all legal clearance issues, or which it finds in its sole discretion to be otherwise objectionable for any reason. Contest Entities also reserve the right to replace the winning Submission with the Submission of an alternate eligible Entrant in accordance with these Official Rules if such Submission and/or Entrant is withdrawn from or removed from the Contest for any reason, including without limitation, Entrant's failure to have documents executed as directed by the Contest Entities. Contest Entities also reserve the right, in their sole discretion, to adjust times and dates reflected in the Description Section of the Official Rules at any time and/or to terminate the Contest for any reason in the event that there is an error, problem or cause which impacts the operation, administration or security of the Contest or the Contest Entities and, in such situation, to select the Winner from the eligible Submissions received prior to the action taken or in such manner as deemed fair and appropriate by Contest Entities. The Contest Entities are not responsible for any materials provided by Entrants which are deemed harmful or offensive to others or for any harm

incurred as a result of the Submission creation. The Contest Entities are not responsible in any way for any injury, loss or damage which occurs as a result of an opinion expressed or information provided in connection with the Contest. The Contest Entities make no warranties, express or implied, as to the content or the accuracy or reliability of any information or statements contained in any Submission. All statements and opinions made by Entrants are those of such Entrants only, and the Contest Entities neither endorse nor shall be held responsible for the reliability or accuracy of same. Contest Entities are not responsible for the content or practices of third party Web sites that may be linked to the Contest Website. This site may also be linked to Web sites operated by companies affiliated with Contest Entities. Visitors to those sites should refer to each site's separate privacy policies and practices.

11. WARRANTY: It is an express condition of submission and eligibility that each Entrant warrants and represents that Entrant's Submission is solely owned by Entrant and solely created by Entrant for the purpose of entering this Contest, and that no other party has any rights or interest in the Submission. Entrant further represents and warrants that the Submission and any use thereof by the Contest Entities, and each of their respective parent companies, subsidiaries and affiliates in connection with programming, advertising, promotion and publicity, shall not infringe upon any statutory or common law copyright and shall not constitute a defamation, or invasion of the right of privacy or publicity, or infringement of any other right of any kind of any third party.

12. CONDITIONS OF PARTICIPATION/RELEASES: Sponsor, in its sole discretion, may designate the Administrator to handle winner selection and notification on Sponsor's behalf. All federal, state and local laws and regulations apply. By participating, each Entrant agrees to be bound by these Official Rules and the decisions of Sponsor and Administrator, which shall be final in all respects. By participating in this Contest and/or by accepting any prize that they may win, each Entrant agrees to indemnify and release (and hereby releases) the Contest Entities, DAV, AutoNation and each of their respective parent, subsidiary and affiliated companies, units and divisions and advertising and promotional agencies and prize suppliers; each of their respective officers, directors, agents, representatives and employees; and each of these companies and individuals' respective successors, representatives and assigns (collectively, the "**Released Parties**") from any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from participation in this Contest and/or acceptance, use, or misuse of any prize. By participating in the Contest, each Entrant authorizes the Sponsor and its designees to use his/her name, voice, likeness, biographical data, city and state of residence and Answer for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation unless prohibited by law. By entering the Promotion, Entrants agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with the Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event will Entrant's attorneys' fees be awarded or recoverable; and (3) under no circumstances will any Entrant be permitted to obtain any award for, and Entrant hereby knowingly and expressly waives all rights to seek, punitive, incidental or consequential damages and/or any other damages, other than actual out-of-pocket expenses, and/or any and all rights to have damages multiplied or otherwise increased. The Released Parties shall not be liable for: (i) late, lost, delayed, stolen, misdirected, postage-due, incomplete, unreadable, inaccurate, garbled or unintelligible entries, communications or affidavits, regardless of the method of transmission; (ii) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) any injuries, losses or damages of any kind caused by the prize or resulting from acceptance, possession, use or misuse of a prize, or from participation in the Promotion; (v) the Entrant's claim that he or she has somehow been defamed or portrayed in a false light or (vi) any printing, typographical, human administrative or technological errors in any materials associated with the Contest. Contest Entities assume no responsibility for any damage to an Entrant's computer system, which is occasioned by accessing any of the Contest Entities' websites, or participating in the Contest, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature, or for the incorrect or inaccurate capture of information, or the failure to capture any information. Contest Entities reserve the right, in their sole discretion, to cancel, modify or suspend the Contest (or any portion of the Promotion) should a virus, bug, computer problem, unauthorized intervention or other cause or problem corrupt or inhibit the administration, security or

proper play of the Contest and, in such situation, to select the winner from eligible non-suspect entries received prior to and/or after such action or in such manner as deemed fair and appropriate by the Contest Entities. Contest Entities may prohibit you from participating in the Contest or winning a prize if, in their sole discretion, they determine you are attempting to undermine the legitimate operation of the Promotion by cheating, hacking, deception, or any other unfair playing practices of intending to annoy, abuse, threaten or harass any other Entrants or Contest Entities representatives. CAUTION: ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE CONTEST. SHOULD SUCH AN ATTEMPT BE MADE, CONTEST ENTITIES RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

13. INDEMNITY: Each Entrant (including each Finalist and the Grand Prize Winner) shall indemnify, defend and hold harmless the Released Parties from and against any and all claims, damages, actions, liability, loss, injury or expense, including reasonable attorneys' fees and costs, arising out of or in connection with: (a) participation in the Contest; (b) a breach or allegation, which if true would constitute a breach of any of the representations, warranties or obligations herein; and (c) acceptance, possession, grant, or use of any prize, including without limitation, personal injury, death and property damage arising therefrom.

14. GOVERNING LAW: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES, OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR THE CONTEST ENTITIES IN CONNECTION WITH THE CONTEST OR IN CONNECTION WITH ANY SUBMISSION OR OTHER MATERIAL SUBMITTED IN CONNECTION WITH THE CONTEST, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS. THE INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION OF THESE RULES SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY OTHER PROVISION. IN THE EVENT THAT ANY PROVISION IS DETERMINED TO BE INVALID OR OTHERWISE UNENFORCEABLE OR ILLEGAL, THESE RULES SHALL OTHERWISE REMAIN IN EFFECT AND SHALL BE CONSTRUED IN ACCORDANCE WITH THEIR TERMS AS IF THE INVALID OR ILLEGAL PROVISION WERE NOT CONTAINED HEREIN.

IN NO EVENT WILL THE CONTEST ENTITIES, THEIR PARENT, AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, THEIR ADVERTISING OR PROMOTION AGENCIES, WEB MASTERS/SUPPLIERS, VENDORS, CONTRACTORS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ENTRANT'S IN THE CONTEST. WITHOUT LIMITING THE FOREGOING, **ALL PRIZES AND THE PROMOTION ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND THE CONTEST ENTITIES HEREBY EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.** SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

15. DISPUTES: As a condition of participating in this Contest, Entrants agree that any and all disputes which cannot be resolved between the parties and causes of action arising out of or in connection with this Contest, shall be resolved individually, without resort to any form of class action, in accordance with the arbitration provision below. Further, in any such dispute, under no circumstances will Entrants be permitted to obtain awards for, and hereby waive all rights to claim punitive, incidental or consequential damages, including attorneys' fees, other than Entrant's actual out-of-pocket expenses (e.g. costs associated with entering), and Entrant further waives all rights to have damages multiplied or increased.

16. ARBITRATION PROVISION: By participating in this Contest, each Entrant agrees that any and all disputes the Entrant may have with, or claims Entrant may have against, the Released Parties relating to, arising out of or connected in any way with (i) the Contest, (ii) the awarding or redemption of any prize, and/or (iii) the determination of the scope or applicability of this agreement to arbitrate, will be resolved

individually and exclusively by final and binding arbitration administered by the National Arbitration Forum (the "Forum") and conducted before a sole arbitrator pursuant to the Code of Procedure established by the Forum. The arbitration shall be held at a location determined by the Forum pursuant to the Code of Procedure, or at such other location as may be mutually agreed upon by the Entrant and Sponsor. The arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable Entrant may have entered into in connection with the Contest. There shall be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only the Entrant's and/or Sponsor's individual claims and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. The arbitrator shall not have the power to award special or punitive damages against the Entrant or Released Parties. For more information on the Forum and/or the Forum's Code of Procedure, please visit their website at www.arb-forum.com. If any part of this Arbitration Provision is deemed to be invalid or otherwise unenforceable or illegal, the balance of this Arbitration Provision shall remain in effect and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein.

17. PRIVACY POLICY: Any personal information supplied by you to Sponsor will be subject to Sponsor's privacy policy posted at <https://www.truecar.com/privacy/>. By entering the Contest, you grant Sponsor permission to share your email address and any other personally identifiable information with the other Contest Entities only for the purpose of Contest administration and prize fulfillment. Sponsor will not sell, rent, transfer or otherwise disclose your personal data to any third party other than as described herein or in accordance with Sponsor's privacy policy.

18. SPONSOR: TrueCar, Inc., 120 Broadway, Suite 200, Santa Monica, CA. 90401.

19. ADMINISTRATOR: Creative Zing Promotion Group, 189 South Orange Ave., Suite 1130A, Orlando, FL 32801.

20. PRIZE WINNER LIST: For the name of the prize winner, mail a self-addressed, stamped envelope to: "TrueCar's 2018 Driven To Drive Vehicle Giveaway Contest" Winner List, 189 South Orange Ave., Suite 1130A, Orlando, FL 32801 by December 29, 2018.
