

**DRIVE AWAY WITH \$5K SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. THE PURCHASE OF ANY GOOD OR SERVICE WILL NOT INCREASE YOUR CHANCES OF WINNING.

THE DRIVE AWAY WITH \$5K SWEEPSTAKES ("SWEEPSTAKES") IS VOID OUTSIDE OF THE 50 UNITED STATES AND DISTRICT OF COLUMBIA ("D.C.") AND WHERE PROHIBITED BY LAW. THESE OFFICIAL RULES ("RULES") ARE A LEGALLY BINDING AGREEMENT BY AND BETWEEN YOU AND SPONSOR (DEFINED BELOW) AND GOVERN YOUR ENTRY IN THE SWEEPSTAKES. OPEN ONLY TO EMPLOYEES OR MEMBERS OF COMPANIES THAT USED ABENITY SERVICES ON OR BEFORE OCTOBER 30, 2018 WHO ARE LEGAL RESIDENTS OF THE 50 UNITED STATES AND D.C., AND 18 YEARS OF AGE OR OLDER AS OF THE DATE OF ENTRY (19 OR OLDER IF A RESIDENT OF ALABAMA OR NEBRASKA). THE SWEEPSTAKES IS GOVERNED BY APPLICABLE U.S. STATE AND FEDERAL LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN ONE OF THE 50 STATES OR D.C. AT THE TIME OF ENTRY.

1. **SPONSOR; ADMINISTRATOR.** The sponsor of the Sweepstakes is TrueCar, Inc., 120 Broadway, Suite 200, Santa Monica, CA 90401 ("Sponsor"). Promotion Activators Management LLC ("Promotion Activators"), 5550 Touhy Ave, Suite 403, Skokie, IL 60077 ("Administrator") has been retained by the Sponsor to administer the Sweepstakes.
2. **SWEEPSTAKES PERIOD.** The Sweepstakes begins at 12:00:00 AM Eastern Time ("ET") on October 31, 2018 and ends at 11:59:59 PM ET on November 30, 2018 ("Sweepstakes Period"). Promotion Activator's computer is the official time keeping device for entry into the Sweepstakes.
3. **ELIGIBILITY.** The Sweepstakes is open only to employees or members of companies that used Abenity services on or before October 30, 2018 who are legal residents of one of the 50 United States or D.C. and 18 years of age or older as of the date of entry (19 years of age or older if a resident of AL or NE). Employees, directors, and officers of the Sponsor, Abenity, Inc., Administrator, and each of their respective affiliates, subsidiaries, management companies, promotional and advertising agencies, distributors, suppliers, retailers, and marketing companies, and any other individuals engaged in any way in the development, production, printing, distribution or execution of this Sweepstakes (collectively, "Sweepstakes Entities"), and the immediate families of any such persons (defined as including spouse, biological, adoptive and step-parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) and those with whom such persons are domiciled (whether related or not) are not eligible to enter or win the Sweepstakes. Void outside the 50 United States/D.C. and where prohibited. Winning the prize is contingent upon fulfilling all requirements set forth herein.
4. **HOW TO ENTER.** During the Sweepstakes Period, log in to your Abenity Perks web site ("Website"), visit the Giveaways page and follow the on-screen instructions to complete and submit an entry form. Your properly completed and submitted entry form, when received by Sponsor, will constitute one (1) entry into the Sweepstakes ("Entry"). You must provide all required information for your Entry to be eligible, including but not limited to the name of your employer or member organization. Upon submission, all Entry information shall become the exclusive property of the Sponsor and will not be acknowledged or returned. **Limit one (1) Entry per person/household.** Multiple Entries from any one person/household will be disqualified.
5. **PERSONAL DATA.** You are required to submit personal data such as your name, email address, and mailing address ("Personal Data") with your Entry. Personal Data will be collected by the Sponsor to (a) administer the Sweepstakes, (b) send communications relating to the Sweepstakes (c) notify the winner and award the Prize, and (d) analyze performance of the Sweepstakes, and will also be used for purposes related to the TrueCar-powered Abenity auto buying program. All Personal Data will be held, used and processed by the Sponsor in accordance with the Sponsor's Privacy Policy (<http://www.truecar.com/popups/privacy.html>). If you are selected as the winner, your information may also be included in a publicly-available winner's list.
6. **WARRANTIES AND CONSENTS.** By completing and submitting an Entry, you (a) represent and warrant that: (i) you have read, and agree to be bound by, these Rules, and (ii) you are eligible to participate in

the Sweepstakes; and (b) agree to be bound by the interpretations of these Rules by the Sponsor and Administrator, which are final and binding in all matters relating to the Sweepstakes.

7. **WINNER SELECTION/ODDS.** One (1) potential winner will be selected by Administrator on or about December 7, 2018 in a random drawing from among all eligible Entries received. Odds of winning depend on the total number of eligible Entries received.

8. **PRIZE.** One (1) winner will receive \$5,000 cash ("Prize") (awarded in the form of a check) which may be used towards the purchase or lease of a new car, or in any way winner wishes.

9. **WINNER NOTIFICATION; PRIZE AWARDING.** Administrator will notify the potential winner by phone and/or overnight mail using the contact information provided in his/her Entry on or about December 8, 2018. Potential winner will be required to execute and return an Affidavit of Eligibility and Liability/Publicity Release ("Affidavit") (where permitted) within ten (10) days of notification (first attempted delivery) to Administrator. Prize will be issued to winner within approximately 6 to 8 weeks following verification. By completing, signing and returning the Affidavit and/or accepting the Prize, winner (a) confirms compliance with these Rules, (b) agrees to release and forever discharge the Sponsor, Administrator, and the other Sweepstakes Entities from all claims, demands, damages, actions and causes of action arising from or in connection with the acceptance or use of the Prize, and (c) gives permission (and agrees to confirm such permission in writing at the request of Sponsor) to the Sponsor and its designees, to publish or otherwise use the winner's name, address (city and state), photograph, likeness, voice, filmed, taped or otherwise recorded image, comments and Prize information on a worldwide basis, and in all forms of media, in perpetuity, without additional notice, compensation or permission, except where prohibited by law. Prize will be awarded by the Sponsor to the winner only after verification by Administrator that all the Sweepstakes requirements have been met by the winner. Winner may be required to provide proof of employment with a company or active membership with a member organization that used Abenity services during the time period set forth above. Prize must be accepted as awarded and no substitution, transfer, conversion or assignment of Prize will be allowed, except in the Sponsor's sole discretion. **All federal, state, and local income taxes on the Prize are solely the responsibility of the winner.** Winner will be issued an IRS Form 1099-MISC for the value of the Prize. Failure by the potential winner to comply with the above Prize claim requirements for any reason, or the return of any Prize notification or the Prize as undeliverable, or the determination that the potential winner is ineligible to receive the Prize, may result in forfeiture of the Prize and the selection of an alternate winner in a random drawing from among the remaining eligible entries, in Sponsor's sole discretion. Prize will not be awarded until potential winner's eligibility has been verified, and it is determined that potential winner has complied with all terms of these Rules. Neither the Sponsor nor Administrator is responsible for changes of phone number or mailing address subsequent to date of entry. Sponsor will make up to three (3) attempts to award the Prize, and, if after three (3) attempts the Prize remains unclaimed, the Prize may not be awarded in Sponsor's discretion. In no event will more than one (1) Prize be awarded. If, due to a production, technical, human or other error, more than one (1) Prize notification is issued, the one (1) intended Prize will be awarded in a random drawing from among all valid recipients of such Prize notifications.

10. **GENERAL RULES. BY PARTICIPATING IN THIS SWEEPSTAKES, YOU AGREE TO RELEASE, DISCHARGE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE SPONSOR, ADMINISTRATOR AND THE OTHER SWEEPSTAKES ENTITIES (COLLECTIVELY, THE "RELEASED PARTIES") FROM AND AGAINST ANY AND ALL LIABILITY WHATSOEVER FOR ANY CLAIMS, COSTS, INJURIES, LOSSES OR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH YOUR PARTICIPATION IN THE SWEEPSTAKES, OR THE DOWNLOADING, ACCESSING OR SUBMISSION OF ENTRY MATERIALS, OR THE ACCEPTANCE, POSSESSION OR USE/MISUSE OF THE PRIZE (IF AWARDED TO YOU), ANY SERVICES PROVIDED IN CONNECTION WITH THE PRIZE (IF AWARDED TO YOU), OR PARTICIPATION IN ANY PRIZE-RELATED ACTIVITY (INCLUDING, WITHOUT LIMITATION, CLAIMS, COSTS, INJURIES, LOSSES OR DAMAGES RELATED TO PERSONAL INJURIES, DEATH, DAMAGE TO OR, LOSS OR DESTRUCTION OF PROPERTY, RIGHTS OF PUBLICITY OR PRIVACY, DEFAMATION OR PORTRAYAL IN A FALSE LIGHT).**

11. **INTERNET.** The use of any automated launching or entry software or any other mechanical or electronic means that permits you to automatically enter the Sweepstakes repeatedly is prohibited. Any use or attempt to use by you of such means to enter the Sweepstakes will result in your disqualification from the

Sweepstakes. You may not enter the Sweepstakes with multiple Entries or use any other device or artifice to enter multiple times or as multiple entrants. Anyone who attempts to enter with multiple email addresses, under multiple identities, or uses any device or artifice to enter multiple times will be disqualified and forfeit the Prize (if applicable). If for any reason Sponsor or Administrator determine that the Sweepstakes is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, human error, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, the Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify, or suspend the Sweepstakes. In the event that the Sweepstakes is cancelled or terminated prior to the stated end date, Sponsor will randomly select the winner from among all eligible, non-suspect Entries received prior to the time of the action or event warranting such cancellation/termination. Proof of submitting an Entry is not considered proof of delivery to or receipt by the Sponsor. The Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, or destruction or unauthorized access to, or alteration of, Entries. The Sponsor is not responsible for (a) the incorrect or inaccurate capture of Entry information for any reason; (b) late, lost, stolen, damaged, misdirected, garbled or incomplete Entries, transmissions or transactions, Entries that are altered or otherwise irregular, have been submitted through illicit means or do not conform with or satisfy any or all of the conditions of these Rules; (c) failure of the Website or any operations, or failures, errors or other problems in the transmission, receipt or processing of Entry or other information related to the Sweepstakes, including, without limitation, any problems, human, production or technical errors, lost, delayed, garbled or corrupted data or transmissions, omissions, interruptions, deletions, defects or failures of any telephone or transmission lines, technical malfunctions of any computer on-line systems, servers, access providers, computer equipment, software, failure of any Entry to be received on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, all of which may affect a person's ability to participate in the Sweepstakes; (d) any typographical or other error or omission in any printing or advertising relating to the Sweepstakes, in the administration or execution of the Sweepstakes, or in the announcement or notification of the Prize winner; (e) the security or privacy of information transmitted via computer networks or for breaches of privacy due to interference by third party computer "hackers" or otherwise; (f) any claims regarding the acceptance or awarding of the Prize; (g) electronic communications which are undeliverable as a result of any form of active or passive filtering of any kind; or (h) cheating or fraud by any participant.

The Sponsor reserves the right, at its sole discretion, to disqualify any entrant from this Sweepstakes or any other promotion conducted now or in the future by Sponsor or any of its affiliates if the Sponsor suspects or finds entrant to be: (a) violating the Rules; (b) tampering or attempting to tamper with or subvert the Entry process or the operation of the Sweepstakes; (c) acting in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; or (d) attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices or intending to annoy, abuse, threaten or harass any other entrants, the Sponsor, Administrator, or Sponsor's representatives.

CAUTION: ANY ATTEMPT BY ANY PERSON(S) TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO DISQUALIFY AND SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW, AND TO BAN THE PERSON(S) FROM FUTURE SWEEPSTAKES.

In the event of a dispute as to the identity of the potential winner based on an email address, the potential winning Entry will be declared made by the authorized account holder of the email address associated with the Entry, provided such person meets the eligibility requirements of these Rules. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, on-line service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. Multiple entrants may not share an email address.

12. PUBLICITY; PRESS RELEASES. You may not issue press releases or other publicity in connection with your participation in the Sweepstakes.

13. DISCLAIMER OF WARRANTIES. THE SPONSOR IS PROVIDING THE SWEEPSTAKES ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE SPONSOR DOES NOT REPRESENT OR WARRANT THAT THE SWEEPSTAKES OR THE TECHNOLOGY USED TO PROVIDE IT: (a) WILL BE UNINTERRUPTED OR SECURE, (b) WILL BE FREE OF DEFECTS, INACCURACIES OR ERRORS, OR (c) WILL MEET YOUR REQUIREMENTS OR ENABLE YOU TO PARTICIPATE IN IT. THE RELEASED PARTIES MAKE NO WARRANTIES, GUARANTEES OR REPRESENTATIONS OF ANY KIND OTHER THAN THOSE MADE EXPRESSLY IN THESE RULES AND HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT.

14. LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE RELEASED PARTIES WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES ARISING OUT OF, RELATING TO OR CONNECTED WITH THE SWEEPSTAKES, INCLUDING, BUT NOT LIMITED TO, , CONSEQUENTIAL, INCIDENTAL, INDIRECT, DIRECT, PUNITIVE OR SPECIAL DAMAGES WHETHER OR NOT SUCH DAMAGES ARE RELATED TO LOST PROFITS, LOST DATA OR LOSS OF GOODWILL, AND WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, REGARDLESS OF THE CAUSE OF ACTION ON WHICH THEY ARE BASED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING.

15. LEGAL RIGHTS. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS PROVIDED ABOVE OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

16. GOVERNING LAW & JURISDICTION. By entering, entrants agree that: (a) all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, participants' rights and obligations, and the rights and obligations of the Sponsor in connection with the Sweepstakes, will be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of California or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than California; (b) any and all disputes, claims, and causes of action arising out of, or connected with, the Sweepstakes or the Prize, shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal, state, or local court located in Los Angeles County, California; and (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including but not limited to costs associated with entering the Sweepstakes, but in no event attorneys' fees.

In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials or made by Administrator's or Sponsor's representatives, and the terms and conditions of these Rules, these Rules shall prevail, govern, and control.

17. WINNER'S NAME. For the winner's name, which shall be available after winner is verified, send a self-addressed stamped envelope to: Drive Away with \$5K Winner, 5550 Touhy Ave, Suite 403, Skokie, IL 60077 by February 7, 2019.