

**TrueCar 2021 NADA
DrivenToDrive \$21K Challenge
TERMS AND CONDITIONS**

NO PURCHASE, PAYMENT OR DONATION NECESSARY TO PARTICIPATE.

DESCRIPTION & PARTICIPATION: The “TrueCar DrivenToDrive \$21K Challenge” (the “Promotion”) begins on Friday, January 28, 2021 and ends on (i) the date that the Maximum Funding Goal is met, or (ii) Thursday, February 11, 2021 at 2:30 pm Pacific Time, whichever occurs first (such period, the “Promotion Period”). The Promotion is open only to legal U.S. residents residing in the fifty (50) United States or Washington, DC, who are at least eighteen (18) years of age and are dealer attendees of virtual meetings with a TrueCar Representative taking place from February 9 – 11, 2021. For each Qualifying Action (as defined below), the Sponsor will donate one hundred dollars (\$100.00) to Disabled American Veterans (“DAV”) (the “Beneficiary”), up to a maximum of \$11,000 (the “Maximum Funding Goal”). For more information about DAV visit <https://www.dav.org/>. Additionally, each qualifying participant will be entered into a drawing where 4 participants will be randomly chosen to identify a 501(c)(3) charitable organization of their choice to receive a \$2,500 donation from TrueCar. TrueCar’s total combined donation on behalf of the 4 randomly selected participants will be, up to \$10,000. The sponsor of this Promotion is TrueCar, Inc., 120 Broadway, Suite 200, Santa Monica, CA 90401 (“Sponsor”). National Automotive Dealers Association (“NADA”) is not responsible for the administration or execution of this Promotion.

During the Promotion Period, attendees may participate in the Promotion by taking one of the following two actions (each, a “Qualifying Action”):

- 1) For each eligible participant who pre-schedules an appointment with a TrueCar representative from February 9 – 11, 2021 by completing the registration form at www.truecar.com/nada2021, Sponsor will donate \$100.00 to the Beneficiary;
- 2) For each eligible participant who attends a virtual meeting with a TrueCar representative, participants will be entered into a drawing and 4 participants will be chosen to select a charity of their choice to receive a \$2,500 donation from Sponsor.

TrueCar will donate up to a maximum of \$21,000.00 for all Qualifying Actions. Should the maximum donation be met prior to the end of the Promotion Period, no additional pre-scheduled appointments or meetings from that point forward will result in a donation to the Beneficiary. The donation is not tax deductible to the participant. **Limit one (1) donation per Qualifying Action/per Participant.**

CONDITIONS OF PARTICIPATION/RELEASES: All federal, state and local laws and regulations apply. By participating, each Participant agrees to be bound by these Terms and Conditions and the decisions of the Sponsor, which shall be final in all respects. Participants shall indemnify, defend and hold harmless the Sponsor, Beneficiary, and each of their respective parents, affiliates, divisions, distributors, subsidiaries, successors, assigns and licensees, and each of their respective employees, shareholders, officers, directors, contractors, advertising and promotion agencies, agents and representatives (collectively, the “Released Parties”) from and against any and all liability, claims, loss, damage, injury or expense, including reasonable outside attorneys’ fees, arising out of or in connection with any third-party action arising out of or resulting from Participant’s participation in the Promotion. Each Participant authorizes the Sponsor and its licensees and affiliates to use Participant’s photo, name, likeness, biographical data, opinion, and city and state of residence in advertising, publicity, marketing, programming, and promotional materials, worldwide in perpetuity, if applicable, without compensation unless prohibited by law. Sponsor is not obligated to use any of the above-

mentioned information or materials but may do so and may edit such information or materials, at their sole discretion, without obligation or compensation. The Released Parties assume no responsibility for any damage to any person's computer system which is occasioned by participating in the Promotion, 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. Without limiting the generality of the foregoing, the Released Parties are not responsible for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right to modify, extend, suspend, or terminate the Promotion if it determines, in its sole discretion, that the Promotion is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, and/or feasibility of the Promotion.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN AN INDIVIDUAL BEING BANNED FROM PARTICIPATING. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. PARTICIPANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED, (IF ANY), NOT TO EXCEED TWO HUNDRED FIFTY DOLLARS (\$250.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; AND 3) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND PARTICIPANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

GOVERNING LAW: Any and all disputes, claims and causes of action arising out of, or connected with, this Promotion, including without limitation, any alleged violation of these Terms & Conditions, any controversy relating to the arbitrability of any dispute, or any claim that the Promotion, or any part thereof, is invalid, illegal or otherwise voidable (or void), shall be resolved exclusively by arbitration to be held solely in Los Angeles County, California under the auspices of the American Arbitration Association and pursuant to its Commercial Dispute Resolution Rules and Procedures. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof. This arbitration provision shall be deemed to be self-executing, and in the event, that either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party notwithstanding said failure to appear. In no event shall a Participant seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of this Promotion.

All issues and questions concerning the construction, validity, interpretation and enforceability of this Promotion, or the rights and obligations of Participants and Sponsor, shall be governed by, and construed in accordance with, the laws of the State of California, U.S.A., without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

PRIVACY POLICY: Participant understands that information is being collected by Sponsor. The information provided to Sponsor will only be used by Sponsor as provided in Sponsor's privacy policy. See Sponsor's privacy policy at <https://www.truecar.com/privacy/> for details.