

**UPDATED - CHANGES NOTED IN RED.**

**2019 #TrueCarMoment \$1000 Monthly Giveaway Promotion  
OFFICIAL RULES**

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. MAKING A PURCHASE DOES NOT INCREASE CHANCES OF WINNING.** Participants are providing information to "Sponsor" (as defined below) and not to Instagram.

**1. PROMOTION DESCRIPTION:** The "2019 #TrueCarMoment \$1000 Monthly Giveaway Promotion" (the "Promotion") begins on Tuesday, January 1, 2019 at 12:00:01 am Pacific Time ("PT") and ends on **Saturday, November 30, 2019** at 11:59:59 pm PT ("Promotion Period"). The Promotion Period consists of **eleven (11)** individual entry periods (each an "Entry Period"), as defined in the Entry Chart below. Each Entry Period will culminate in a random drawing (each, a "Drawing") conducted by "Administrator" (as defined below) from among all eligible "Submissions" (as defined below) received during the corresponding Entry Period. The Administrator may select up to fifty (50) eligible Submissions which will progress to the Judging Period where such Submissions will be evaluated and judged according to the criteria in Section 4 by judges selected by the Sponsor (the "Judging Panel"). For each Entry Period, the Judging Panel will score each Submission and select one (1) Prize winner ("Entry Period Prize Winner") based on the Judging Panel's results. Non-winning entries WILL NOT roll over into subsequent Drawings or Entry Periods. Each Entry Period Prize Winner as determined by the results of the Judging Period will be contacted via a direct message on Instagram by the Sponsor on or about the Winner Notification Date ("Winner Notification Date") listed in the Entry Chart below to confirm eligibility, and obtain releases, according to Section 5 of these Official Rules. The Promotion is void where restricted or prohibited by law.

**Entry Chart**

<b>Entry Period#</b>	<b>Start Date at 12:00:01 am PT</b>	<b>End Date at 11:59:59 pm PT</b>	<b>Winner Notification Date</b>
1	Tuesday, January 1, 2019	Thursday, January 31, 2019	Friday, February 8, 2019
2	Friday, February 1, 2019	Thursday, February 28, 2019	Friday, March 8, 2019
3	Friday, March 1, 2019	Sunday, March 31, 2019	Monday, April 8, 2019
4	Monday, April 1, 2019	Tuesday, April 30, 2019	Monday, May 6, 2019
5	Wednesday, May 1, 2019	Friday, May 31, 2019	Monday, June 10, 2019
6	Saturday, June 1, 2019	Sunday, June 30, 2019	Monday, July 8, 2019
7	Monday, July 1, 2019	Wednesday, July 31, 2019	Friday, August 9, 2019
8	Thursday, August 1, 2019	Saturday, August 31, 2019	Monday, September 9, 2019
9	Sunday, September 1, 2019	Monday, September 30, 2019	Monday, October 7, 2019
10	Tuesday, October 1, 2019	Thursday, October 31, 2019	Thursday, November 7, 2019
<b>11</b>	<b>Friday, November 1, 2019</b>	<b>Saturday, November 30, 2019</b>	<b>Monday, December 9, 2019</b>

The Sponsor of this Promotion is TrueCar, Inc., 120 Broadway, Suite 200, Santa Monica, CA 90401 ("Sponsor" or "TrueCar"). The Administrator of this Promotion is Creative Zing Promotion Group ("Administrator"), 2265 Lee Road, Suite 229, Winter Park, FL 32789. The Sponsor and Administrator shall collectively be referred to as the "Promotion Entities").

**2. PARTICIPANT ELIGIBILITY:** In order for a "Participant" (as defined below) to be eligible to participate in the Promotion and to be considered as a potential winner, the Participant must meet the following eligibility criteria:

- Participant must be a legal U.S. resident physically residing within the fifty (50) United States or the District of Columbia;
- Participant must be an individual person who is at least eighteen (18) years of age at the time of entry and hold a valid U.S. driver's license in their state of residence;

- Participant must be the rightful owner of the Instagram account associated with his/her "Submission" (as defined below). In the event of a dispute, any potential winner will be deemed the Authorized Account Holder of the email address associated with the Instagram account used for Submission, as long as such person is otherwise eligible. **"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 a potential winner cannot be resolved to Sponsor's satisfaction, the affected Submission may be deemed ineligible;
- Participant must NOT be an employee, shareholder, officer, director, agent or representative of Promotion Entities, or any of their respective parent companies, affiliates, divisions, subsidiaries, franchisees, agents, representatives and promotion and advertising agencies, including those involved in the production, development, implementation or handling of this Promotion, any agents acting for, or on behalf of the above entities, their respective parent companies, officers, directors, subsidiaries, affiliates, licensees, service providers, prize suppliers and fulfillment companies, any other person or entity associated with this Promotion, nor can Participant be an Immediate Family Member and/or Household Member of such persons. For purposes of the Promotion **"Household Members"** shall mean those people who share the same residence at least three months a year; **"Immediate Family Members"** shall mean parents, step-parents, legal guardians, children, stepchildren, siblings, stepsiblings or spouses and are not eligible to participate in the Promotion.

**3. HOW TO PARTICIPATE & SUBMISSION REQUIREMENTS:** Eligible participants (each a **"Participant"**) must be a registered user of Instagram, set their Instagram account to public, must follow @TrueCar and be able to accept direct messages from Sponsor. During each Entry Period, Participants will be invited to publish a unique and original photograph of a car on Instagram (each a **"Submission"**) along with the two (2) hashtags **#TrueCarMoment** AND **#1000Entry** (the **"Hashtags"**) for one (1) entry into the Drawing corresponding to the Entry Period in which your entry was received. Each Submission must include the Hashtags to be eligible for consideration in the Promotion.

All Submissions must be received by the end of an Entry Period to be considered for the corresponding Entry Period Prize. Limit one (1) entry per unique and original Submission per person, per Entry Period. Duplicate Entries are not valid. Any attempt by a Participant to obtain more than the stated number of entries by using multiple identities, registrations, logins, social media accounts, and/or any other methods will void such Participant's Submission and that Participant may be disqualified from the Promotion.

Selected Submissions may be posted by Sponsor in a Submission gallery on Sponsor's website and/or shared by Sponsor on Sponsor's social media pages for viewing by the general public, if Participant does NOT want their Submission to be made public DO NOT ENTER THE PROMOTION. Posting of such Submissions has no bearing on the outcome of the Promotion or the selection of winners. Use of the Hashtags and entry of a Submission into the Promotion constitutes Participant's understanding of, full and unconditional agreement to, and acceptance of these Official Rules. Sponsor's decisions are final in all matter relating to this Promotion. Sponsor reserves the right to disqualify any Participant that Sponsor, in its sole discretion, 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 these Official Rules generally. All information provided by Participants becomes the property of Sponsor. ELIGIBLE PARTICIPANTS MUST ENTER INTO THE PROMOTION IN ACCORDANCE WITH THESE OFFICIAL RULES. NO OTHER METHOD OF SUBMISSION WILL BE ACCEPTED.

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

- a) Submission must clearly show a photograph of a car;
- b) Submission must be original to Participant and Participant must be the rightful owner of the Submission or must have the rights, title and interest necessary to utilize the Submission for the Promotion in compliance with these Official Rules;
- c) Submission must comply with Instagram's Terms of Use;
- d) Submission must NOT include images of people other than the Participant (alive or dead) without permission from said person and must NOT include materials that violate or infringe another person's rights, including, but not limited to, privacy, publicity or intellectual property rights. If applicable, Participant may be required to verify such authorization in the form of a release;

- e) 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;
- f) 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;
- g) 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;
- h) Submission photo must NOT be taken from the vantage point of the driver in a moving vehicle or other vantage point which could be considered dangerous or neglectful as determined at the sole discretion of the Sponsor, or violate the manufacturer's instructions for safe and appropriate operation of the vehicle used in the Submission; and
- i) Submission must NOT contain any derogatory references to any of the "Released Parties", as defined below.

Sponsor reserves the right to request that a Participant edit or completely remove any content that, in Sponsor's sole discretion, may intentionally or unintentionally violate these Official Rules, and Participants must promptly comply with any such request or the Submission will be disqualified. Sponsor will determine in its sole discretion which Submissions have satisfied the requirements of these Official Rules. Sponsor reserves the right, in its sole discretion, to disqualify any Submission that is ineligible, incomplete, non-compliant or otherwise objectionable. IMPORTANT NOTE: Without in any way limiting the effect of the rest of these Official Rules, any Participant who incorporates any intellectual property owned by a third party into his or her entry without permission does so at his or her own risk.

**4. RANDOM DRAWING AND JUDGING:** The Administrator will conduct a random drawing from all eligible Submissions received during the corresponding Entry Period to select up to fifty (50) Finalists. Finalists will not be contacted or notified of their Finalist status in any way. The odds of being selected as a Finalist depend on the total number of eligible Submissions received during the corresponding Entry Period. The Finalist's Submissions will be reviewed and scored by the Judging Panel selected by the Sponsor to determine one (1) Entry Period Prize Winner per Entry Period. Submissions will be judged in accordance with the following criteria:

- 1. Relevance to theme: 50%
- 2. Overall Creativity: 25%
- 3. Unique Attributes of Submission: 25%

In the event of a tie, such tied Submissions will be reevaluated in accordance with the aforementioned criteria and the Submission with the highest "Judging Panel" point score will be deemed the Entry Period Prize Winner for the applicable Entry Period. Sponsor reserves the right to not award the prize if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions. Final judging scores and votes will not be revealed.

**5. ENTRY PERIOD PRIZE WINNER NOTIFICATION:** Each potential Entry Period Prize Winner will be notified via a direct message or comment on Instagram by the Sponsor on or about applicable date in the Entry Chart above, with instructions on how to confirm eligibility. IT IS THE PARTICIPANT'S SOLE RESPONSIBILITY TO ASSURE THAT HIS/HER PRIVACY SETTINGS ALLOW FOR THE SPONSOR'S OFFICIAL INSTAGRAM TO CONTACT HIM/HER VIA MESSAGE. The potential Entry Period Prize Winner will be required to respond as directed by the Administrator to the notification within twenty-four (24) hours (or a shorter time if required by exigencies) of attempted notification. The failure to respond timely to the notification may result in forfeiture of the prize and, in such case, Sponsor or Administrator may declare an alternate Entry Period Prize Winner for the applicable Entry Period, based on the judging results. The potential Entry Period Prize Winner for the applicable Entry Period will be required to execute and return within seventy-two (72) hours (or a shorter time if required by exigencies) a "**Prize Acceptance Form**", and other applicable releases, as determined by the Promotion Entities, prior to officially being declared as the Entry Period Prize Winner for the applicable Entry Period. All documents must be returned within the time period directed by the Sponsor and/or Administrator. The applicable Entry Period Prize will not be awarded until all such properly executed forms are timely returned. If prize is awarded but goes

unclaimed or is forfeited by recipient, the prize may not be re-awarded, in Sponsor's sole discretion. Promotion Entities, in their sole discretion, will attempt to contact up to two (2) alternates in accordance with the above procedure, after which the Entry Period Prize may go unawarded if it remains unclaimed. Promotion Entities reserve the right to disqualify anyone not fully complying with these Official Rules, upon disqualification; prize will be forfeited without compensation of any kind. Entry Period Prize Winner must provide his or her social security number in accordance with Internal Revenue Service regulations. IRS Form 1099 will be issued to each Entry Period Prize Winner for the calendar year in which the prize was delivered and fulfilled.

Each potential Entry Period Prize Winner agrees to not to publicly announce his or her status as a potential or actual Entry Period Prize Winner (via social or traditional media or otherwise) until it has been publicly announced by the Sponsor (if Sponsor elects to make such announcement) or such other time as Sponsor grants the confirmed Entry Period Prize Winner permission to share their status. Any Entry Period Prize Winner's breach of the foregoing may, in Sponsor's sole discretion, result in his/her forfeiture of the prize, and, in such case, Promotion Entities may select an alternate.

**6. ENTRY PERIOD PRIZES: Eleven (11)** (one (1) per Entry Period) Entry Period Prizes are available. Each Entry Period Prize consists of one (1) general use gift card in the amount of \$1,000.00. Approximate Retail Value ("ARV") of the Entry Period Prize: One Thousand Dollars (\$1,000.00).

Gift card may be subject to separate terms and conditions imposed by issuer. 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 EACH ENTRY PERIOD PRIZE WINNER. No cash alternatives or prize substitution is allowed except at the discretion of the Sponsor. If the prize cannot be awarded due to circumstances beyond the control of the Sponsors, a substitute prize of equal or greater retail value may be awarded. No refunds, credits or exchanges are allowed. The prize is awarded WITHOUT WARRANTY OF ANY KIND, express or implied, without limitation. Neither Sponsor nor Administrator will replace any lost or stolen gift card. Other restrictions may apply. Administrator reserves the right to disqualify anyone not fully complying with the Official Rules. For tax reporting purposes, each Entry Period Prize Winner must provide Promotion Entities with a valid social security number before the prize will be awarded. Each Entry Period Prize Winner shall not assign or transfer the prize to another person. The prize cannot be redeemed for cash. If prize is awarded but unclaimed/forfeited by recipient, prize may not be re-awarded, in Promotion Entities' sole discretion. Any depiction of the prize is for illustrative purposes only. Other restrictions may apply.

**7. PUBLICITY RIGHTS & RIGHTS RELEASE:** Each Participant hereby grants to the Sponsor and its designees the non-exclusive irrevocable, royalty-free right to use, copy, transmit, distribute, adapt, modify, delete, display or make derivative works of the Participant's Submissions, Participant's name, likeness, biographical data, quotations and Instagram image and handle in advertising, marketing, programming or promotional materials, worldwide in perpetuity 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, in the case of any Entry Period Prize Winner, on a winners' list, if applicable, without further compensation unless prohibited by law. Each Participant agrees and acknowledges that participation in the Promotion, including, without limitation, the Participant's decision to upload or post a Submission for purposes of the Promotion, shall not give rise to any confidential, fiduciary, implied-in-fact, implied-in-law, or other special relationship between the Promotion Entities and Participant, does not place the Promotion Entities in a position that is any different from the position held by members of the general public with regard to elements of the Participant's entry, and that the only contracts, express or implied, between the Sponsor and its designees and Participant 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. Participants agree that the Sponsor and its designees have no obligation to post any Submissions or any other personal information. Participants agree to release the Promotion Entities, and their assigns and licensees, from any and all claims or liability (now known or hereafter arising), including but not limited to any claims for defense and/or indemnity, in connection therewith.

**8. 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 Participant 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 Promotion and/or by accepting any prize that they may win, each Participant agrees to indemnify and release (and hereby releases) the Promotion Entities; 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 Promotion and/or acceptance, use, or misuse of any prize. By entering the Promotion, Participants agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with the Promotion, 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 Promotion, but in no event will Participant's 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 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 Participant'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 Promotion. Promotion Entities assume no responsibility for any damage to an Participant's computer system, which is occasioned by accessing any of the Promotion Entities' websites, or 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, or for the incorrect or inaccurate capture of information, or the failure to capture any information. Promotion Entities reserve the right, in their sole discretion, to cancel, modify or suspend the Promotion (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 Promotion 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 Promotion Entities. Promotion Entities may prohibit you from participating in the Promotion 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 Participants or Promotion Entities representatives. CAUTION: ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE PROMOTION. SHOULD SUCH AN ATTEMPT BE MADE, PROMOTION ENTITIES RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

**9. INDEMNITY:** Each Participant (including each Finalist and the Entry Period 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 Promotion; (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.

**10. GOVERNING LAW:** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES, OR THE RIGHTS AND OBLIGATIONS OF PARTICIPANTS OR THE PROMOTION ENTITIES IN CONNECTION WITH THE PROMOTION OR IN CONNECTION WITH ANY SUBMISSION OR OTHER MATERIAL SUBMITTED IN CONNECTION WITH THE PROMOTION, 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 PROMOTION 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 PARTICIPANT'S IN THE PROMOTION. WITHOUT LIMITING THE FOREGOING, **ALL PRIZES AND THE PROMOTION ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND THE PROMOTION 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.

**11. DISPUTES:** As a condition of participating in this Promotion, participants 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 Promotion, 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 participants be permitted to obtain awards for, and hereby waive all rights to claim punitive, incidental or consequential damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (e.g. costs associated with entering), and participant further waives all rights to have damages multiplied or increased.

**12. ARBITRATION PROVISION:** By participating in this Promotion, each Participant agrees that any and all disputes the Participant may have with, or claims Participant may have against, the Released Parties relating to, arising out of or connected in any way with (i) the Promotion, (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 Participant 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 Participant may have entered into in connection with the Promotion. There shall be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only the Participant'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 Participant 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](http://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.

**13. 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 Promotion, you grant Sponsor permission to share your email address and any other personally identifiable information with the other Promotion Entities only for the purpose of Promotion 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.

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

**15. ADMINISTRATOR:** Creative Zing Promotion Group, 2265 Lee Road, Suite 229, Winter Park, FL 32789.

**16. PRIZE WINNER LIST:** For the name of the Entry Period Prize Winners awarded to date, mail a self-addressed, stamped envelope to: #2019 TrueCarMoment \$1000 Monthly Giveaway Promotion” Winner List, 2265 Lee Road, Suite 229, Winter Park, FL 32789 (VT Residents may omit return postage) by **January 3, 2020**.

**The Promotion is in no way sponsored, endorsed or administered by Instagram. Instagram is completely released of all liability by each Participant in this Promotion. You understand that you are providing your information to Sponsor and not to Instagram.**