

SWEEPSTAKES – OFFICIAL RULES, TERMS AND CONDITIONS

2018 AutoGuide.com Influencer Survey Giveaway – Enter by visiting www.autoguide.com and completing the contest form (<https://www.surveymonkey.com/r/AutoGuide2018>). The 2018 AutoGuide.com Influencer Survey Giveaway will begin at 10:00 a.m. (EST) on Wednesday July 11, 2018 and all entries must be received by 4:00 p.m. (EST) on Saturday August 11, 2018 (the "Contest Period"). You may enter the contest once per person. One (1) Grand Prize Winner will be chosen at random and contacted by VerticalScope Inc.'s staff.

1. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. AGE/RESIDENCY RESTRICTIONS, VOID WHERE PROHIBITED.

2. PRIZE: One (1) Winner will be randomly selected to win a \$1,000 Amazon.com gift card, courtesy of VerticalScope Inc. (the "Prize Provider"). Total approximate retail value of all prizes is approximately \$1,000.00 USD. Prizes are not transferable and no cash or prize substitution is allowed. Prize package is awarded "as is" with no warranty or guarantee, either express or implied. All federal, state, provincial and local taxes applicable to the Prize are the sole responsibility of the winner. If the winner is a US resident, an IRS Form 1099 will be issued in the name of the winner for the actual value of the Prize received.

3. ELIGIBILITY: From the time of entry through the final date of prize fulfillment, each contest entrant and selected entrant must be a permanent lawful citizen and resident residing in the 50 United States, Canada (excluding Quebec) or the District of Columbia and be twenty-one (21) years of age or older. **VOID IN PUERTO RICO, THE U.S. VIRGIN ISLANDS, THE PROVINCE OF QUEBEC, IN ALL FOREIGN COUNTRIES OUTSIDE OF THE UNITED STATES, CANADA, AND ALL OTHER U.S. TERRITORIES AND POSSESSIONS AND WHERE PROHIBITED OR RESTRICTED BY LAW.** Employees, officers, directors, agents and representatives, of the Sponsor and Prize Provider and each of their respective parent companies, affiliates, subsidiaries, advertising and promotion agencies, promotion partners and any entity involved in the development, production, implementation, administration or fulfillment of this Sweepstakes, and the immediate family members (e.g., spouse, mother, father, sister, brother, uncle, aunt, nephew, niece, grandparent, in-law, daughter and son, regardless of where they live) and persons living in the same household (whether or not related) of such individuals are not eligible to participate or win. Only one selected entrant per household. All decisions of the Sponsor with respect to this Sweepstakes are final. The Sponsor shall have the right at any time to require proof of identity and failure to provide such proof may result in disqualification from the Sweepstakes.

4. ENTER BY INTERNET: Beginning at 10:00 a.m. (EST) on Wednesday, July 11, 2018, you may enter this sweepstakes by visiting the contest page on www.autoguide.com and completing the contest survey (<https://www.surveymonkey.com/r/AutoGuide2018>).

5. SELECTION OF WINNER: One (1) entrant will be selected on or about Saturday, August 11th, 2018 by random selection of Entrants who have completed the AutoGuide.com Entry Page (<https://www.surveymonkey.com/r/AutoGuide2018>). The selected winner will be contacted directly by a representative of the Sponsor.

6. ODDS OF WINNING: Odds of winning a prize are determined by the total number of eligible entries received.

7. RESTRICTIONS: The prize package consists of an Amazon.com gift card, approximately valued at \$1,000.00 USD in total. If prize cannot be awarded due to circumstances beyond the control of the Sponsor, no substitute prize will be awarded due to the unique nature of the prize. Sponsor shall not be liable to the winner or any person claiming through winner for failure to supply the prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the

action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, utility failure, internet failure, terrorist acts, threatened terrorist acts, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond Sponsor's control (collectively, "**Force Majeure Event**"). Sponsor shall not be responsible for any cancellations, delays, diversions or substitutions or any acts or omissions whatsoever by the performers/events, other transportation companies or any other persons providing any of these services and accommodations to passengers, including any results thereof such as changes in services or accommodations necessitated by same.

8. CONDITIONS: By entering the Sweepstakes, entrants agree to be bound by the Official Rules, Terms and Conditions and that Sponsor has the irrevocable right to use in perpetuity entrants' names, user names, likenesses, photographs, voices, home mailing address, biographical and prize information, and entry materials, without notice to entrants and without compensation or obligation, in any and all media now or hereafter known throughout the world, in any manner whatsoever, to advertise and promote Sponsor, its products and services, the Sweepstakes, and for any other purpose except where prohibited by law. As a further condition of entering the Sweepstakes, to the extent permitted by applicable law, you release and agree to indemnify and hold Sponsor, Prize Provider and SurveyMonkey harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements) arising from, or relating to, the breach or alleged breach of these Official Rules, your submission, or your participation in this Sweepstakes, or your conduct during and in connection with this Sweepstakes. All federal, state and local taxes and fees applicable in connection with the Prize are the sole responsibility of the winner.

9. LIMITATION OF LIABILITY: By participating, each entrant agrees to comply with these Official Rules and agrees that Sponsor is not responsible for any incorrect or inaccurate information, whether caused by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error that may occur in the processing of entries in the Sweepstakes.

IN NO EVENT WILL SPONSOR, PRIZE PROVIDER OR SURVEYMONKEY 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 PARTICIPATION IN THE SWEEPSTAKES, ENTRANT'S SUBMISSION, ANY PRIZE WON, ENTRANT'S ACCESS TO OR USE OF SPONSOR'S, PRIZE PROVIDER'S OR SURVEYMONKEY'S WEB SITES, APPLICATIONS OR SERVICES, OR THE ACCESSING, DOWNLOADING AND/OR PRINTING OF ANY MATERIAL AVAILABLE ON SAID SITES, APPLICATIONS AND SERVICES. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON SPONSOR'S WEB SITES IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL OR EXCLUSIONS OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY.

10. SPONSOR: The Sponsor of this contest is VerticalScope Inc. (the owner and operator of AutoGuide.com), located at 111 Peter Street, Suite 700, Toronto, Ontario, M5V 2H1.