

**“EDMUNDS TOP SHOPPER PANEL MONTHLY SWEEPSTAKES”
OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

INTRODUCTION: Edmunds.com, Inc. (“Sponsor”) is offering the Edmunds Top Shopper Panel Monthly Sweepstakes described in these Official Rules (the “Sweepstakes”). The Sweepstakes shall be subject to these Official Rules, and by entering, all entrants agree to be bound by the terms and conditions of these Official Rules.

TIMING: The first monthly Sweepstakes “Entry Period” will start at 12:01:00 AM Pacific Time (“PT”) pm November 10, 2016 and close on 11:59:00 PM PT on November 30, 2016. Thereafter, each monthly Sweepstakes “Entry Period” will begin at 12:01:00 AM PT on the first day of each calendar month and close at 11:59:00 PM PT on the last day of such calendar month until cancelled/modified. The Sweepstakes consists of a monthly drawing for each Entry Period (each a “Monthly Drawing”).

ELIGIBILITY: Each Monthly Drawing of the Sweepstakes is only open to the Registered Members of the Edmunds Top Shopper Panel (“Registered Members”) who: (1) receive an email from Sponsor during such Entry Period (“Invitation Email”) inviting them participate in a specific research activity taking place during such Entry Period (“Study”); (2) are legal residents of the fifty (50) states of the United States and the District of Columbia (“Eligibility Area”) and are currently physically located and residing therein at the time they enter the Sweepstakes; and (3) are 18 years of age or older (19 years of age or older in Alabama and Nebraska and 21 years of age or older in Mississippi) as of the date they enter the Sweepstakes.

Employees (and their families) of Sponsor or MARU Group, LLC (“MARU”) and their respective affiliates, subsidiaries, parent companies and agencies and prize providers (collectively, the “Promotion Parties”) and those living in the household of same whether related or not are not eligible to enter or win. A prize won by an individual who has not reached the age of majority in the legal jurisdiction in which he or she resides will be awarded in the name of said his or her parent or legal guardian.

HOW TO ENTER: The Sweepstakes is offered electronically via the Internet. A Registered Member who meets all the requirements in the “**ELIGIBILITY**” section above during an Entry Period (“Eligible Member”) may enter the Monthly Drawing of the Sweepstakes associated with such Entry Period by following the link in the Invitation Email that he or she received during such Entry Period, and completing the Study referenced in such Invitation Email at such link online. An Eligible Members will receive one (1) entry for every such completed Study during the Entry Period. Completion of the Study is not required to enter (see “Alternate Means of Entry” below). Eligible Members must comply with the terms of the Edmunds Top Shopper Panel Participation Agreement and these Official Rules.

Alternate Means of Entry: Instead of entering by completing a Study at the link in an Eligible Member’s Invitation Email as described above, an Eligible Member may receive one (1) entry for such Study during the applicable Entry Period by printing the Eligible Member’s name, street address, city, state, zip code, telephone number, complete e-mail address where the Eligible Member received the Invitation Email, and the URL address of the Study in the Invitation Email on a 3 x 5 inch (or 7.5 x 12.5 cm) piece of paper and mailing it to MARU Group LLC, Civic Opera Building, 20 North Wacker Drive, Suite 1400, Chicago, IL, 60606, US. **Please note that the URL**

address of the Study is necessary to identify the Monthly Drawing being entered. Mail-in entries that do not include the URL address and all the other required information will not be valid.

Entries must be received by 11:59:59 p.m. PT on the last day of the Entry Period preceding the Monthly Drawing. Eligible Members can only enter and participate in the Sweepstakes under the e-mail account that received the Invitation Email. Only one entry per Study allowed. Only the Eligible Member registered under a particular e-mail account may participate in a Sweepstakes. Any Eligible Member found to be using multiple e-mail accounts to enter a Sweepstakes will be disqualified. Proof of delivery or receipt of entries will not be deemed by Sponsor and/or MARU as proof of receipt (or entry). Any attempted form of participation in a Sweepstakes other than as described herein is void.

Entries submitted during an Entry Period are only eligible for the Monthly Drawing for such Entry Period and are not eligible for any subsequent Monthly Drawings.

Important Note: It is each Eligible Member's responsibility to set his/her account settings to accept contacts by Sponsor and/or MARU and to timely check his/her e-mail account for any direct messages from Sponsor and/or MARU. If an Eligible Member opts to access the Sweepstakes and/or a Study via his or her wireless mobile device (which may only be available via participating wireless carriers and is not required to enter the Sweepstakes), standard text messaging and/or data rates may apply for each message sent or received from his or her handset according to the terms and conditions of his or her service agreement with his or her wireless carrier. Other charges may apply (such as normal airtime and carrier charges) and may appear on an Eligible Member's mobile device bill or be deducted from his or her prepaid account balance. Wireless carriers' rate plans may vary, and Eligible Member's should contact his or her wireless carrier for more information on messaging rate plans and charges relating to his or her participation in the Sweepstakes. Participation in the Sweepstakes by mobile device means that an Eligible Member understands that he or her may receive additional messages by mobile device relating to this Sweepstakes, including notifying such Eligible Member if he or she is a potential winner, which may be subject to charges pursuant to his or her carrier's rate plan. Text messaging may not be available from all mobile phone service carriers and handset models. Mobile device service may not be available in all areas. Each Eligible Member should check his or her mobile device's capabilities for specific instructions.

Sponsor and/or MARU shall have the right to disqualify any entries that Sponsor and/or MARU has determined, in its/their sole and exclusive opinion, fail to adhere to terms of these Official Rules or the Edmunds Top Shopper Panel Participation Agreement, expose Sponsor and/or MARU to any unacceptable degree of technical, legal, or financial risks or problems, uses text and/or other components in a manner objectionable to Sponsor and/or MARU, or their affiliates, or is otherwise deemed inappropriate, all as determined by Sponsor and/or MARU, in its/their sole discretion (including, but not limited to, content deemed by Sponsor and/or MARU which contains violence, is sexually explicit or otherwise offends or denigrates any group or class of people or could reflect unfavorably on any of the Releasees (as defined below) or which defames or invades the publicity or privacy rights of any person, living or deceased, or otherwise infringes upon any person's or entity's personal, commercial, or proprietary rights). Sponsor's decisions are final and binding with respect to all matters relating to the Sweepstakes.

All entries become the exclusive property of Sponsor, and none will be acknowledged or returned.

The Promotion Parties and all others associated with the development and/or execution of the Sweepstakes (collectively, "Releasees") are not responsible for any incorrect or inaccurate entry information; human errors; technical malfunctions; failures, omissions, interruptions, deletions or defects of any telephone network, computer online systems, computer equipment, servers, providers, or software, including, without limitation, any injury or damage to Eligible Members' or any other person's computer relating to or resulting from participation in the Sweepstakes; inability to access the web site or any web pages thereof; inability to send or receive e-mails; theft, tampering, destruction, or unauthorized access to, or alteration of, entries; data that is processed late or incorrectly or is incomplete or lost due to telephone, computer, or electronic malfunction or traffic congestion on telephone lines, mobile networks, or the Internet or any web site (including the Edmunds Top Shopper Panel web site) or for any other reason whatsoever; mail that is late, lost, mutilated, misdirected, stolen, or postage due; typographical, printing, or other errors; or any combination thereof. Proof of submitting information to the Edmunds Top Shopper Panel web site or sending an e-mail is not considered proof of delivery or receipt. Illegible, incomplete, and mechanically reproduced entries will be disqualified. False, fraudulent, or deceptive entries or acts shall render Eligible Members ineligible. Any damage made to the e-mail service will be the responsibility of the authorized account holder of the e-mail account submitted at the time of entry. By entering the Sweepstakes, Eligible Members affirm that they have read and accepted these Official Rules.

WINNER SELECTION AND NOTIFICATION: Five (5) potential winners will be selected for each Monthly Drawing from among all eligible entries received during the Entry Period for such Monthly Drawing. Each Monthly Drawing will be conducted within ten (10) business days of the end of the Entry Period for such Monthly Drawing. Final eligibility for the award of any prize is subject to eligibility verification. Sponsor's and/or MARU's decisions shall be final and binding in all matters related to the selection of the winners.

Each potential winner will be contacted using the e-mail address that received the Invitation Email. **It is each entrant's responsibility to timely set account settings to accept contacts by Sponsor and/or MARU and to timely check his/her account for such messages.** Neither Sponsor nor MARU is responsible for any failure of delivery of notice attempting to use such methods. No correspondence will be entered into except with potential winners at the email address that received the Email Invitation or subsequently provided to Sponsor as may be allowed through the Edmunds Top Shopper Panel. Notifications will occur within fifteen (15) business days of the Monthly Drawing. Such Notification may include an Affidavit, Waiver, Release and Indemnity Agreement, including where lawful a publicity release, and if applicable, an IRS W-9 (collectively, the "Winner Documents"). Potential winners will be required to: (i) respond to Sponsor's and/or MARU's notification within ten (10) days in accordance with the instructions therein and (ii) correctly and fully complete, execute and return any Winner Documents attached to the notification via U.S. Mail, overnight delivery or any other method specified in the Winner Documents or notification. Failure to fully complete, execute and return any Winner Documents attached to the notification as specified within this time period or failure to otherwise comply with the requirements of this section may result in the winner being disqualified, and in the event of any such disqualification or any other disqualification permitted under these Official Rules, or in the event that any prize notification is returned as undeliverable for any reason, at Sponsor's and/or MARU's sole discretion, an alternate winner may be selected, or Sponsor and/or MARU may elect to not award the prize to anyone. If Sponsor and/or MARU elect to select an alternate winner and such winner is not determined after attempting to contact three (3) potential winners, Sponsor and/or MARU may elect not to conduct any further redraws and not award such prize. **Only one (1) prize will be awarded to any one (1) individual per Monthly Drawing.**

All Federal, state and local tax liabilities, if any, are the responsibility of the winners. Acceptance of a prize constitutes permission (except where prohibited) to use the winner's name, likeness, picture, voice, biographical information (including city and state of residency) and statements for publicity, advertising, trade and promotional purposes in any and all media now known or hereafter discovered, worldwide and on the Internet and World Wide Web, without additional compensation, notification, permission or limitation of any kind unless prohibited by law.

PRIZES: The five (5) individual prizes to be awarded for each Monthly Drawing consist of an Amazon e-Gift Card in the amount of One Hundred Dollars U.S. (**\$100**) (subject to availability). The aggregate value of the prizes is **\$500** for each Monthly Drawing.

Each prize is nontransferable and must be accepted as awarded. No cash or other substitution may be made, except by Sponsor and/or MARU in the event that a prize or part thereof becomes unavailable or can't be awarded for any reason; in such event, Sponsor will or will direct MARU to, in its sole discretion award substitute prize or part thereof of equal or greater value.

Prizes will only be shipped to email addresses within the Eligibility Area. Prizes will be delivered within 6-8 weeks of the conclusion of the applicable Entry Period. All prizes are provided "as is" and without any warranty of any kind except as provided in the standard provider warranties. By accepting a prize, each winner acknowledges compliance with these Official Rules. Any prizes that are not awarded in the Monthly Drawing due to insufficient number(s) of eligible entries or as otherwise allowed under these Official Rules will remain the property of the Sponsor.

The odds of winning a prize in a specific Monthly Drawing are determined by the total number of eligible entries received during the Entry Period for that specific Random Drawing. The odds of winning are the same, whether the entry was automatically generated or made by alternate means of entry.

GOVERNING LAW/LIMITATION OF LIABILITY: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Eligible Members who enter the Sweepstakes ("Entrants") and Releasees in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws. By entering the Sweepstakes, Entrants hereby submit to the jurisdiction and venue of the federal and state courts of Los Angeles County, California, United States and waive the right to have disputes arising out of the subject matter hereof adjudicated in any other forum.

BY ENTERING THE SWEEPSTAKES, ENTRANT 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 SWEEPSTAKES, OR ANY PRIZE AWARDED, 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 ONE-HUNDRED DOLLARS (\$100.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (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, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES NOT TO EXCEED ONE-HUNDRED DOLLARS (\$100.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANTS' REMEDIES

ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO ENTRANTS RESIDING IN SUCH JURISDICTIONS.

Any controversy or claim arising out of or relating to this Agreement, its enforcement, arbitrability or interpretation shall be submitted to final and binding arbitration, to be held in Los Angeles, County, California, before a single arbitrator, in accordance with California Code of Civil Procedure §1280 et seq. The arbitrator shall be selected by mutual agreement of the parties or, if the parties cannot agree, then by striking from a list of arbitrators supplied by JAMS. The arbitration shall be a confidential proceeding, closed to the general public. The arbitrator shall issue a written opinion stating the essential findings and conclusions upon which the arbitrator's award is based. The parties will share equally in payment of the arbitrator's fees and arbitration expenses and any other costs unique to the arbitration hearing (recognizing that each side bears its own deposition, witness, expert and attorneys' fees and other expenses to the same extent as if the matter were being heard in court). Nothing in this paragraph shall affect either party's ability to seek from a court injunctive or equitable relief at any time to the extent same is not precluded by another provision of this Agreement.

FORCE MAJEURE: Releasees shall not be liable to a prize winner or any other person for failure to supply a 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), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, 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, network or computer problems, internet problems, hacking, computer viruses, unauthorized computer access, tampering, or any other cause beyond Sponsor's and/or MARU's sole control.

GENERAL: If for any reason this Sweepstakes is not capable of running as planned, or if this Sweepstakes or any web site (including the Edmunds Top Shopper Panel web site) associated therewith (or any portion(s) thereof) becomes corrupted or does not allow the proper playing of the Sweepstakes and processing of entries in accordance with these Official Rules, or if infection by computer virus, bugs, tampering, unauthorized intervention, actions by Entrants, fraud, technical failures, or any other causes, in the Sponsor's and/or MARU's sole opinion, corrupts or affects the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, the Sponsor and/or MARU reserves the right, at its sole discretion, to disqualify any individual implicated in such action and/or to cancel, terminate, modify, or suspend the Sweepstakes or any portion thereof. In the event the Sweepstakes is cancelled, the Sponsor and/or MARU will conduct a random drawing to award the applicable prizes from among all eligible, non-suspect entries received prior to the time of the action or event warranting such cancellation. If such cancellation, termination, modification, or suspension occurs, notification will be posted at https://www.edmundstopshoppers.com/MediaServer/53/documents/Sweepstakes_Rules_Nov_2016_July2017.pdf. Sponsor also reserves the right to modify these Official Rules for clarification or other purposes without materially affecting the terms and conditions of the Sweepstakes. The Releasees are not responsible for the actions of Entrants in connection with the Sweepstakes, including Entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Sweepstakes. Persons found tampering with or abusing any aspect of the Sweepstakes, or whom Sponsor and/or MARU believes to be causing malfunction, error, disruption or damage may be disqualified. Additionally, any

attempt to cheat the Sweepstakes, as determined at the sole and absolute discretion of Sponsor and/or MARU, may result in immediate disqualification of the Entrant, as well as other possible consequences, including disqualification from any and all existing and future sweepstakes. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DAMAGE ANY WEB SITE, OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

If a dispute arises about who submitted an entry (as detailed above), the entry will be deemed submitted by the authorized account holder of the e-mail account used for entry (as applicable), provided such authorized account holder is a Registered Member. The authorized account holder of the e-mail account entered is deemed the natural person who is the Registered Member whose Edmunds Top Shopper Panel user name is associated with the submitted entry. A potential winner may be requested to provide Sponsor and/or MARU with proof that the potential winner is the authorized e-mail account holder associated with the winning entry and that all eligibility requirements are met. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's and/or MARU's satisfaction, the affected entry will be deemed ineligible. The Releasees are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or inability of Entrant's e-mail account to receive messages. Also, the Releasees are not responsible, and may disqualify an Entrant, if his or her e-mail account user name does not work or if it is changed without Entrant giving prior written notice to Sponsor and/or MARU or is otherwise changed as may be allowed through the Edmunds Top Shopper Panel web site.

NOTE: Entry must be made by the Eligible Member only as detailed above. Entries made by any other individual or any entity, and/or originating at any other web site or email address, including, but not limited to, commercial sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. The use of any device or software to automate the entry process is prohibited. Entries or other Sweepstakes materials that are incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late, misdirected, postage due, deceptive, in greater quantity than the limit stated above or otherwise not in compliance with the Official Rules may be disqualified from the Sweepstakes at Sponsor's and/or MARU's sole and absolute discretion.

MISCELLANEOUS: The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's and/or MARU's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, privacy policy or terms of use on the Edmunds Top Shopper Panel web site and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's and/or MARU's sole and absolute discretion.

WINNERS LIST: An official winner's list for each Monthly Drawing will be available by sending a self-addressed stamped envelope (if state law prohibits, postage need not be prepaid) within sixty (60) days after the end of the applicable Entry Period to: Winners List Edmunds Top Shopper Panel, MARU Group LLC, Civic Opera Building, 20 North Wacker Drive, Suite 1400, Chicago, IL, 60606, US. In addition, you may obtain a copy of these Official Rules by sending a self-addressed stamped envelope (if state law prohibits, postage need not be prepaid) within sixty (60) days after the end of the final Entry Period to: Official Rules Edmunds Top Shopper Panel, MARU Group LLC, Civic Opera Building, 20 North Wacker Drive, Suite 1400, Chicago, IL, 60606, US.

Official Rules are also available at
https://www.edmundstopshoppers.com/MediaServer/53/documents/Sweepstakes_Rules_Nov2016_July2017.pdf during the Entry Periods.