



## HACKOMOTIVE GRANT OF RIGHTS, RELEASE AND PARTICIPATION AGREEMENT

The undersigned hereby executes and delivers to Edmunds.com, Inc. (“Edmunds”) this **Grant of Rights, Release and Participation Agreement** (this “Agreement”).

1. I am submitting this Agreement to Edmunds, which is the sponsor of the Hackomotive contest (the “Contest”) described in the official rules set forth in Section 2 below, with the understanding that this Agreement will be relied upon by Edmunds in connection with my entry and participation in the Contest and the claiming/awarding of any portion of a “Prize” (defined below) that I may be awarded.
2. I represent that I have read, understand, agree to and will fully comply with the following Contest rules (the “Rules”):
  - 2.1. **Timing and Location:** The Contest will take place at Edmunds’s office at 1620 26<sup>th</sup> Street, Suite 400 South, Santa Monica, CA 90404 (the “Contest Location”). The contest will begin at approximately 9:30 a.m. Pacific Time on February 27, 2013 and end at approximately 3:00 p.m. Pacific Time on February 28, 2013 (the “Contest Period”). Please note: The Hackomotive will commence with pre-Contest events the evening of February 26 and again at 8:00 a.m. on February 27. See the entire Hackomotive schedule at [www.hackomotive.com/schedule.html](http://www.hackomotive.com/schedule.html).
  - 2.2. **Eligibility:** The Contest is open only to individuals who are 18 years of age or older as of February 27, 2013 and who successfully complete the registration process at [www.hackomotive.com](http://www.hackomotive.com) by no later than the start of the Contest Period.
  - 2.3. **Entry:** An individual who meets the eligibility criteria set forth above may enter the Contest by: (i) executing this Agreement onsite at the Contest Location on February 27, 2013 prior to the start of the Contest Period, and (ii) providing the executed agreement and a valid government issued photo identification (e.g., driver’s license, passport) to Edmunds.
  - 2.4. **Participation:** Entrants may only participate in the Contest as a member of a “Team” that has one or more members and has submitted a list of the names of its members to Edmunds -- on the form provided by Edmunds (“Team Roster”) -- by the time specified by Edmunds during the Contest Period. Each entrant may only be a member of one Team. Any entrant whose name is not listed on a Team Roster received by Edmunds by the stated time or whose name is listed on more than one Team Roster may be disqualified from participating in the Contest and/or receiving any Prize. During the Contest Period, each Team will be required to develop a prototype solution to a problem space related to car research, shopping, purchase and/or ownership. In order to be eligible to win a Prize, a Team must present their prototype solution at the end of the Contest Period to the panel of judges selected by Edmunds at the time designated by Edmunds (the “Team Submission”). Entrants are responsible for providing their own equipment (e.g., lap top computers and chargers). Entrants are solely responsible for any expenses related to their participation in the Contest.
  - 2.5. **Judging:** A panel of judges selected by Edmunds will evaluate the Team Submissions and select the first, second and third place winning Teams based on the following criteria, in such measure as the judges determine: originality of ideas, feasibility of implementation, likelihood of adoption, fidelity of prototype, level of authenticity and transparency, business impact and storytelling. The judges’ decisions will be

announced onsite at the Contest Location promptly following the Contest Period. The decisions of the judges shall be final and binding in all respects.

2.6. **Prizes:** The following prizes (each a “Prize and collectively, the “Prizes) will be awarded to the three Teams selected by the judges:

- 1<sup>st</sup> Place Team - \$10,000 cash
- 2<sup>nd</sup> Place Team - \$5,000 cash
- 3<sup>rd</sup> Place Team - \$3,000 cash

Edmunds will distribute the Prize in equal shares among the eligible winning Team members. In order to be eligible to share in a Prize, a winning Team member must: (i) meet the eligibility and entry requirements and otherwise have complied with the Rules, (ii) have his or her name listed on the Team Roster submitted for the that Team, (iii) have participated in that Team’s activities during substantially the entire Contest Period, and (iv) complete the IRS Form W-9 provided by Edmunds onsite at the Contest Location and provide the completed forms to Edmunds before he or she leaves the Contest Location on February 28, 2013. Prizes are nontransferable and must be accepted as awarded. Winning Team members are solely responsible for any and all applicable federal, state, and local taxes due with respect to the portion of the Prize each receives. Eligible Team members may be given the option by Sponsor to receive their share of a Prize in cash on February 28, 2013. Any Prize amounts not paid in cash by Sponsor will be paid by check and mailed to eligible winning Team members within ten (10) business days after the end of the Contest Period.

2.7. **Changes, Suspension and Termination:** Edmunds has the right to interpret the Rules and reserves the right to modify the Rules at any time both prior to and after the commencement of the Contest, if such modification does not materially affect the terms and conditions of the Contest in a manner adverse to entrants. Such interpretations and modifications shall be binding on all entrants. In the event that the Contest is not capable of running or being executed as planned (as a result of but not limited to an error, omission, defect, delay, misdirection, tampering, unauthorized intervention, fraud, action of entrants, or technical failure, or any other cause that in the sole opinion of Edmunds corrupts or affects the administration, security, fairness, integrity, or proper conduct of the Contest), Edmunds reserves the right in its sole discretion to disqualify any entrant or Team Submission and/or to cancel, terminate, modify or suspend the Contest. Failure to enforce any term of the Rules shall not constitute a waiver of that term.

2.8. **Laws:** Subject to all federal, state and local laws and regulations.

2.9. **Winners List:** A winner’s list will be posted at [www.hackomotive.com](http://www.hackomotive.com) promptly following the end of the Contest Period.

3. I represent, warrant and covenant to Edmunds that: (i) I have the right to enter into this Agreement and to provide the ideas, concepts, feedback or suggestions that I disclose, submit, conceive or create during the Contest (my "Individual Submissions" and collectively with my Team Submission, my “Submissions”); and in doing so, I am not breaching any of my agreements, understandings or commitments in favor of any other person or entity or violating or infringing the rights of any third party, (ii) I will not at any time execute any other agreement in conflict with this Agreement, and (iii) I will not disclose any of my, my employer’s or any other third party’s trade secrets or confidential information during the Contest.
4. I agree that Edmunds may (either itself and/or through agents and/or licensees and/or assignees) take motion and still pictures of my participation in the Contest, and record my voice and any sounds made by me (collectively, the “Recordings). I hereby irrevocably grant to Edmunds the royalty-free right to edit, copy, distribute, transmit, publicly or privately display or perform, transmit, broadcast, reproduce, exhibit, advertise, market, publicize, sell, translate or reformat and exploit in any manner (collectively, “Exploit), the Recordings and my Submissions in perpetuity and throughout the world, for any purpose and in any media, including without limitation (i) the incorporation of the Recordings, or portions of them, in any videos or productions produced by or for the benefit of

Edmunds and/or its licensees and assignees, or (ii) the extraction from the Recordings of still photography, quotes or other creative elements for use by Edmunds and/or its licensees and assignees; and that Edmunds shall be the exclusive owner and hold the exclusive copyright therein. I further agree that in connection with the foregoing, Edmunds has and shall have the irrevocable, perpetual, royalty-free right and license to use, throughout the world, and license others to so use, my name, city and state of residence, photograph, likeness, voice and statements, as well as any biographical material concerning me that I may choose to provide to Edmunds (collectively, the "Related Materials" and together with the Recordings, the "Recordings and Materials").

5. I understand and agree that I will not receive any compensation (other than any portion of a Prize that may be awarded to me under the Contest) or be reimbursed for any expenses in connection with my participation in the Contest, my Submissions, the Recordings and Materials or the rights granted under this Agreement. I waive any and all rights that I may have to any additional compensation whatsoever.
6. I agree that my Submissions (including my Individual Submissions regardless of whether or not my Individual Submissions are included in any Team Submission), will be deemed public disclosures and open source materials that Edmunds or any other person or entity may elect to reuse, publish or commercialize without any compensation to me.
7. I agree to return immediately upon demand to the Edmunds the value of any Prize amount that is awarded to me if any statement made by me in this Agreement is false.
8. I understand that Edmunds will incur significant costs and expenses in reliance upon this Agreement, so I will not attempt to cancel it or to revoke any of the rights granted to Edmunds or any other person herein. In addition, I waive any right of inspection or approval of the Recordings and Materials or the uses to which the Recordings and Materials and/or my Submissions have been or may hereafter be put, and agree that in no event shall I have any right to seek injunctive or other equitable relief against Edmunds, its licensees, successor or assigns, or any other party arising out of any use or non-use of the Recordings and Materials and my Submissions.
9. I agree to defend, release and hold harmless the Edmunds and its affiliates, and the foregoing companies' officers, directors, shareholders, employees, representatives and agents, and all others associated with the development and/or execution of the Contest (collectively the "Releasees") from and against any actions, claims and/or liability for injury, loss or damage of any kind resulting from any breach of my representations, warranties or covenants set forth in this Agreement.
10. **I, FOR MYSELF AND ON BEHALF OF MY HEIRS, EXECUTORS, AGENTS, SUCCESSORS AND ASSIGNS, HEREBY RELEASE, PROMISE NOT TO SUE AND FOREVER DISCHARGE THE RELEASEES FROM ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LOSSES, LIABILITIES, COSTS, EXPENSES, INJURIES OR CAUSES OF ACTION WHATSOEVER THAT IN ANY WAY ARE CAUSED BY, ARISE OUT OF OR RESULT FROM THIS AGREEMENT, MY PARTICIPATION IN THE CONTEST OR THE RECORDINGS, ANY DAMAGE OR LOSS OF MY EQUIPMENT RELATED OT THE CONTEST, THE CREATION OF THE RECORDINGS AND MATERIALS, MY PRESENCE AT OR TRAVEL TO THE CONTEST LOCATION, MY SUBMISSIONS OR THE DISPLAY OR USE OF THE RECORDINGS AND MATERIALS AND MY SUBMISSIONS, ON ANY LEGAL THEORY WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH, RIGHTS OF PRIVACY AND PUBLICITY, DEFAMATION, OR FALSE LIGHT), REGARDLESS OF WHETHER CAUSED BY THE RELEASED PARTIES OR ANYONE ELSE, EXCEPT AND TO THE EXTENT CAUSED BY EDMUNDS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.**
11. This Agreement is the complete and binding agreement between Edmunds and me, and it supersedes any prior understandings and/or communications, both oral and written, with respect to its subject matter, including the information set forth at [www.hackomotive.com](http://www.hackomotive.com) and all other marketing materials relating to the Contest. The illegality, invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any of the remainder of this Agreement, which shall be enforced to the maximum extent permitted by law. This Agreement cannot be terminated, rescinded or amended, except by a written agreement

signed by both Edmunds and me. The terms of this Agreement shall survive any termination of my participation in the Contest. This Agreement and all collateral matters relating thereto shall be construed in accordance with the internal laws of the State of California, irrespective of the place of actual execution and/or performance of the parties hereto and without regard to any conflict of laws rules.

**12. I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE UTMOST EXTENT PERMITTED BY LAW.**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_