## Autotrader Intelligence FasterClass PROGRAM TERMS AND CONDITIONS

- **1. Eligibility:** Autotrader Intelligence Fasterclass (the "Program") is open to legal residents of the fifty (50) United States (including D.C.), eighteen (18) years old or older at the time of entry. Employees of Autotrader.com, Inc. ("Sponsor"), Merkle Inc. ("Administrator"), and their parent and affiliate companies, as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee, are not eligible. Void where prohibited.
- **2. Sponsor:** Autotrader.com, Inc., 6205 Peachtree Dunwoody Rd. NE, Atlanta, GA 30328. **Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.
- **3. Timing:** Program begins on November 5, 2025 at 12:00 a.m. Eastern Time ("ET") and ends on November 30, 2025 at 11:59 p.m. ET or whenever all three hundred (300) Offers (as defined below) are claimed, whichever occurs first (the "Program Period"). Administrator's computer is the official time-keeping device for the Program.
- **4. How to Receive an Offer:** During the Program Period, visit <u>autotraderfasterclass.com</u> ("Program Site") and follow the links and instructions complete and submit the registration including your full name, email address, date of birth, and a valid home address (P.O. Boxes are not permitted). Then, follow the directions on the Program Site to watch four (4) videos. During the Program Period, the first three hundred (300) eligible participants (subject to household limits) to watch all four (4) videos will receive a \$25 prepaid card ("Offer"). Your use of the prepaid card is governed by the Cardholder Agreement, and some fees may apply. This is not a gift card. Please note that prepaid cards are subject to expiration, so pay close attention to the expiration date of the card.

<u>Limit</u>: One (1) Offer per household. Only the first eligible participant from a household to complete the above actions will be eligible to receive an Offer. Multiple participants are not permitted to share the same email address. Any attempt by any participant to obtain more than one (1) Offer by using multiple/different email addresses, addresses, identities, registrations and logins, or any other methods will void that participant's Offer and that participant may be disqualified. The Offer will be fulfilled within 7-10 business days of program end.

- **5. Release:** By receipt of the Offer, participant agrees to release and hold harmless Sponsor, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and offer suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Program or receipt or use or misuse of the Offer.
- **6. Publicity:** Except where prohibited, participation in the Program constitutes recipient's consent to Sponsor's and its agents' use of recipient's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.
- **7. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Program, if any fraud, technical failures, human error, or any other factor impairs the integrity or proper functioning of the Program, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Program, including but not limited to fulfillment of the Offers, as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to fulfill Offers claims received up to the date of discontinuance. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the registration process or the operation of the Program, including but not limited

to submitting fraudulent registrations, or to be acting in violation of the Terms and Conditions of this Program or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Program may be a violation of criminal and civil law, and should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision. In the event there is a discrepancy or inconsistency between, any other statements contained in any Program-related materials and the Terms and Conditions as posted on the Program Site, the Terms and Conditions as posted on the Program Site shall prevail, govern, and control.

- **8. Limitations of Liability:** The Released Parties are not responsible for: (a) any incorrect or inaccurate information either caused by printing errors or by any of the equipment or programming associated with or utilized in the Program or provided by participants; (b) technical failures of any kind, including but not limited to malfunctions, interruptions, or disconnections to the Internet, in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the Program, including but not limited to the registration process; (d) technical or human error which may occur in the administration of the Program, including but not limited to the processing of registrations; (e) late, lost, undeliverable, damaged or stolen mail; or (f) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participant's participation in the Program, or to the receipt, use, inability to use, or misuse of any Offer.
- 9. Disputes: Except where prohibited, participant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Program or any Offer awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Program, but in no event attorneys' fees; and (3) under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of the participant and Sponsor in connection with the Program, shall be governed by, and construed in accordance with, the laws of the State of Michigan, without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.
- 10. Severability: If the application of any provision of these Terms and Conditions to any particular facts or circumstances shall for any reason be held to be invalid, illegal or unenforceable by a court, arbitration panel or other tribunal of competent jurisdiction, then (a) the validity, legality and enforceability of such provision as applied to any other particular facts or circumstances, and the other provisions of these Terms and Conditions, shall not in any way be affected or impaired thereby; and (b) such provision shall be enforced to the maximum extent possible. In addition, if any provision contained in these Terms and Conditions for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law.
- **11. Participant's Personal Information:** Information collected from participation is subject to Sponsor's Privacy Policy.