

Audible Celebrating 20 Years of Listeners Contest

Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

Please read these rules before entering the Audible Celebrating 20 Years of Listeners Contest (the “Contest”). You agree that, by submitting an entry, you will be bound by these Official Rules and you acknowledge that you satisfy all contest eligibility requirements.

Eligibility. If you are an individual legal resident of the United States or the District of Columbia and are the older of 18 years of age or the legal age of majority in your state of residence at the time of entry, you are eligible to enter the Contest. Entrants may not be members of any guild, union or other organization that may prohibit them from participating in this Contest and that would restrict, require dues payment or otherwise have the right to oppose such entrant’s participation in this Contest. This Contest is not open to employees or independent contractors, or immediate family members (spouses, domestic partners, parents, grandparents, siblings, children, and grandchildren) or those living in the same household of employees or independent contractors of Audible, Inc. (“Audible” or “Sponsor”), CIVIC Entertainment Group (“Civic”) or any entity involved in any aspect of the Contest (including funding, judging or administration), or any of their respective parents, subsidiaries, affiliates, advisors, or advertising/promotion agencies.

How to Enter. Contest entry period begins at 5:00:01 a.m. (PT) on September 13, 2017 and ends at 11:59:59 p.m. (PT) on October 13, 2017 (the “Contest Period”). To enter the Contest, you must follow the steps below.

1. Go to www.audible.com/mt/audible20 on your computer or mobile device, read and accept the Official Rules, and click the “Get Started” button.
2. You will be taken to a separate page after clicking the “Get Started” button where you can record or upload an original video of your completed video (the “Video”); and
3. Complete the online entry form, including your first and last name, your e-mail address, phone number, and state of residence, as well as any other optional information you wish to provide.

The Video and additional information are collectively referred to as the “Entry.” Limit one (1) Entry per person using only one e-mail address throughout the Entry Period. All entrants must have a valid e-mail address. You may only use one (1) e-mail address to enter. In the event you submit more than one (1) Entry, the first Entry received and approved by Sponsor will be deemed your Entry.

Sponsor’s (or its contractor’s) servers and clock shall be deemed the official clock for all phases of the Contest, and your proof of a submission does not constitute proof of receipt by Sponsor.

Sponsor is not responsible for (i) lost, misdirected, late, incomplete, or unintelligible Entries or for inaccurate Entry information, whether caused by you or by any of the equipment or programming associated with or utilized in the Contest, or by any technical or human error that may occur in the processing of Entries; or (ii) any printing, production, human or typographical errors in any materials associated with the Contest.

VIDEO GUIDELINES AND CONTENT RESTRICTIONS.

By entering the Contest, you agree that your Entry, including your Video, conforms to the Video Guidelines and Content Restrictions (“Guidelines and Restrictions”) set forth herein. Sponsor reserves the right in its sole and unfettered discretion to disqualify at any time any Entry containing obscene, offensive, pornographic or sexually explicit material, or libelous, disparaging, infringing or other inappropriate content or subject matter, or that otherwise fails to conform to the below Guidelines and Restrictions (as determined by Sponsor in its sole discretion). Video must be suitable for family viewing on a national news network, and meet other reasonable community standards, in addition to satisfying the conditions set forth below.

Entry Submission Guidelines:

- The Video must be no longer than thirty (30) seconds in length.
- The Video must be submitted in .mov, .mp4, and .m4v format.
- The Video must not exceed 60MB in file size.
- The Entry must be in English.

Video Content Guidelines:

We’re looking for true stories and anecdotes from our customers about how Audible has made a meaningful difference in your their lives. Your Video must discuss the following topic: “Why do you love to listen on Audible?” You may answer this question however you see fit, provided that your Video complies with these Guidelines and Restrictions and the Rules in general. The video you submit to the contest can answer one or more of the following questions:

- Which narrators do you listen to and why do you find their narrations appealing?
- What types of books, genres or authors do you enjoy and why?
- Where do you listen to Audible?
- How has Audible improved your life?

Video Content Restrictions:

- The Video must not contain material that violates or infringes upon any rights of any other party, including, but not limited to, copyright, trademark, privacy, publicity, or any other intellectual property rights.
- The Video must not include any children under 18 years of age, whether appearing on camera or in audio only.
- The Video must not in any way disparage Sponsor or any other person or party.
- The Video must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous, or libelous.

- The Video must not contain material that promotes bigotry, racism, hatred, or harm against any group or individual, or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age.
- The Video must not contain material that is unlawful, in violation of, or contrary to the laws or regulations of the United States or of any jurisdiction where the Video is created.
- The Video must not promote illegal drugs or firearms, or the use of any of the foregoing, or any activities that may appear unsafe or dangerous, and must not promote any particular political agenda or message.
- The Video must be consistent with Sponsor's image and values, and be consistent with and satisfy the purpose of this Contest.

CONDITIONS OF ENTRY.

All Entries must be the original creations of the entrants, and by submitting an Entry, each entrant grants to Sponsor the worldwide, transferable, non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display the Entry (including all images depicted in the Video) throughout the world in any media (whether now known or hereafter devised). A particular Video may not be submitted by multiple entrants. An Entry will be disqualified if it includes a duplicate copy of a Video previously submitted by a different entrant. We shall not be liable or responsible in the event that your Entry is not used for any reason. We may cut, edit, reformat, rearrange, combine with other materials, and/or otherwise modify Entries, in our sole and absolute discretion.

By submitting an Entry, each entrant represents and warrants that (a) his/her Video is his/her original creation; (b) his/her Video has not been copied or derived in whole or in part from any other work; (c) his/her Video (including all images depicted in the Video) does not violate or infringe any copyright, trademark, privacy or publicity right, or other personal, proprietary, or intellectual property right of any person or entity; (d) his/her Video is not defamatory, libelous, obscene, or otherwise illegal; (e) his/her Video is the sole and exclusive property of the entrant; (f) he/she has complete, worldwide distribution rights for his/her Video; and (g) any third parties appearing in the Video have given him/her appropriate consent to be filmed and used as permitted herein. Sponsor may at any time during the Contest request proof of such consent and disqualify any Entry for which such consent cannot be provided. Sponsor may disqualify any entrant whose Entry Sponsor determines, in its sole discretion, at any time not to comply with any requirement described in these Official Rules or the foregoing representations and warranties.

You agree that our decisions related to the Contest and all drawings are final. The winner agrees that, by participating in the Contest, we may use the winner's name, image or likeness, city and/or state of residence, the winning Video, and/or any statements made by the winner regarding us or the Contest in any manner and in any medium for our promotional purposes without additional compensation, except where prohibited by law. Entrants who do not

comply with these Official Rules, or who attempt to interfere with this Contest in any way, shall be disqualified. Sponsor is not responsible if the Contest cannot take place or if any prize cannot be awarded due to acts of God, acts of war, natural disasters, weather, or acts of terrorism.

Without limiting any other grant contemplated in these Official Rules, the Video, along with the entrant's name and/or likeness and city and/or state of residence, may be posted and shared, whether by Sponsor or any third party, on any website owned and/or operated by Sponsor or any of its affiliates ("Sponsor Site"), Sponsor's pages on any social media websites, including Facebook, Instagram, Twitter, Snapchat, Tumblr, and any other website or other online point of presence through which any products or services available on or through the Sponsor Site are described, syndicated, offered, merchandised, or advertised, in Sponsor's sole discretion. Sponsor's decision to post Video on any Sponsor Site does not mean that the selected Video has been selected as the winning Entry.

Sponsor is collecting personal information primarily to process the Entries and to contact you if necessary, including to potentially contact you for marketing purposes. If you do not wish to be contacted for marketing purposes, you will be provided with a method to opt-out from future communications. You may update or change your "E-mail Preferences & Notifications" in your Audible.com account at www.audible.com/contact-preferences, or by following the instructions to unsubscribe included in any e-mail marketing communications you may receive. Sponsor will share your information with third parties that have a need to know, such as the judging panels, and by entering, you agree to the sharing of your information with the judging panels and third parties whom Sponsor retains to assist in administering the Contest. If you do not agree to these terms or to Sponsor's privacy notice located at www.amazon.com/privacy, please do not submit an Entry.

Other Promotions. Please note that we may be running similar contests at the same time as this Contest. By entering this Contest, you will not be eligible to receive any prize awarded in any other contest unless you enter such contest separately.

Prizes (20).

Grand Prize: We will award twenty Grand Prizes with each Grand Prize consisting of:

- A 2018 Volvo XC60 (approximate retail value ("ARV") \$48,700.00);
- Audible branded swag bag (approximate retail value ("ARV") \$300)
- Tax Gross Up Payment (approximate retail value ("ARV") \$10,000)

The total ARV of each Grand Prize package is \$59,000.00.

Tax Gross-Up Payment: In addition to the prize awarded to the winner, such winner will also receive a single cash payment of \$10,000 in the form of a corporate check which is intended to assist with any federal, state, or other tax obligations related to the Grand Prize (the "Tax Gross-Up Payment"). The Tax Gross-Up Payment is intended to assist with any federal, state, or other tax obligations related to the applicable prize. The Tax Gross-Up Payment may not be sufficient to cover the winner's entire tax liability related to winning the applicable prize. The

winner is responsible for any federal, state, or other tax obligations related to the Grand Prize in excess of the Tax Gross-Up Payment. Sponsor will comply with all tax reporting requirements, including issuing a Form 1099-MISC issued to the winners.

Prize value may vary depending on factors including, but not limited to, equipment/accessories and mileage on vehicle. The prize will be fulfilled by us or our prize provider agency. In the event that a Grand Prize is unavailable, we reserve the right to substitute an alternative prize of equal or greater value. Winner may not transfer, assign, or redeem the Grand Prize for cash. If you are selected as a potential winner, we and/or our prize provider agency will use the information you submit in connection with this Contest to fulfill the prize. All features of the vehicle, including, but not limited to, color of exterior and interior and all other options and features will be determined by us or our prize provider agency in our sole discretion. The depiction of the vehicle prize in any advertising and promotional materials may differ from the actual vehicle delivered to winner. Winner must be a licensed driver and must present a current valid United States driver's license and proof of auto insurance at or before time of delivery as requested by us or our prize provider agency. Winner must take delivery of the prize at a location designated by us or our prize provider agency in our sole discretion, in reasonable proximity to winner's residence, including, but not limited to, from an automobile dealership or other such location as designated by us or our prize provider agency in our sole discretion. If winner cannot take delivery of the prize as stated in these Official Rules or as otherwise required by us or our prize provider agency, the prize will be forfeited in its entirety and an alternative winner will be selected. The total ARV of all Grand Prizes available to be awarded: \$1,180,000.

Winner is responsible for all fees and taxes associated with acceptance of the prize, including, but not limited to, title/transfer, license, registration, and auto insurance. The winner will be: (a) responsible for paying all costs and expenses related to the prize that are not specifically mentioned, including, but not limited to, taxes, and any other expenses that might reasonably be incurred by the winner in receiving or using the prize; and (b) required to submit his/her social security number or tax payer ID number to us and/or our prize provider agency in order to claim the prize. Winner is responsible for complying with all applicable federal, state and local laws and regulations applicable to the prize, including, but not limited to, insurance and registration requirements and operating restrictions.

Judging.

Public Voting Period (September 13, 2017 – October 13, 2017)

During the Public Voting Period, Entries will be posted online at www.audible.com/mt/audible20 for public voting. Individuals who are voting (the "Voters") will be able to view the Entries and vote for eligible Entries using the following criteria:

- Creativity (25%)
- Clarity (25%)

- Energy (25%)
- Authenticity (25%)

Voters may vote for as many Entries as they would like, but Voters may only cast one (1) vote for each Entry throughout the duration of the Public Voting Period. Entrants are prohibited from obtaining votes by any fraudulent or inappropriate means, including, without limitation, offering prizes or other inducements or forms of encouragement to members of the public and/or using any websites or online forums designed to induce individuals or provide other incentives to vote for their Entry, as determined by Sponsor in its sole discretion. As determined by Sponsor in its sole discretion, any participant that utilizes or creates multiple accounts or email addresses to boost their number of eligible entries or votes or buys or barter with others in exchange for votes will be disqualified. Entries may be disqualified for violating the Guidelines and Restrictions or the Rules in general, even if an announcement of the entry winning has been published. Automated methods of entry and entry by proxy are also prohibited.

Notwithstanding the foregoing, Entrants and other members of the public may seek votes by re-posting and sharing links to the Videos from Sponsor Site on their personal social media pages. At the conclusion of the Public Voting Period, the 100 Entries with the highest number of verified and approved votes (as determined by Sponsor, in its sole discretion) will be submitted to the Audible Judging Panel. All votes are subject to final verification by Sponsor. Use of script, macro or other automated system to vote or with the intent to impair the integrity of the voting process is prohibited and all such votes will be void. Sponsor's determination of the Entries and corresponding Videos to proceed to the Audible Judging Panel Period (outlined below), and the tabulation of verified and approved votes, will be final.

Audible Judging Panel Period: (October 14, 2017 - October 22, 2017)

The one hundred (100) Entries with the highest number of verified and approved votes during the Public Voting Period (as described above) will be judged by a panel of qualified judges utilizing the following criteria:

- Creativity (20%)
- Clarity (20%)
- Energy (20%)
- Authenticity (20%)
- Public Voting Score (20%)

The twenty (20) Entries with the highest scores determined by the judges based on the Judging Criteria will be deemed potential "Winners". In the event of a tie, the tied Entries will be judged by a separate judging panel, as determined by Sponsor in its sole discretion, based off of quality of Creativity. In the event a potential Winner's Entry is disqualified for any reason, Sponsor may, in its sole discretion, select the entrant who submitted the next highest scoring Entry

which complies with the requirements in these Official Rules to be deemed a potential Winner. All decisions of the Sponsor and judges are final and binding in all matters relating to this Contest. Sponsor reserves the right to reward fewer than twenty (20) prizes if it does not receive a sufficient number of eligible and qualified Entries during the Contest Period.

Winner Notification Period (October 23, 2017 – October 31, 2017)

Within two (2) business days after the conclusion of the Judging Period, we will begin to notify the potential Winners by e-mail and/or telephone using the contact information submitted as part of the Entry. Each potential Winner will be required to sign and return, within five (5) days of prize notification, an Affidavit of Eligibility and Liability/Publicity Release, and any other additional documents as Sponsor decides are necessary to confirm eligibility and obtain a liability/publicity release, as requested by Sponsor (in its sole discretion). Failure to return any required document by the date requested by Sponsor may, in Sponsor's sole discretion, result in the applicable potential Winner being deemed ineligible to win the Grand Prize. If a potential Winner cannot be contacted within five (5) calendar days of the first notification attempt, if any prize notification is returned as undeliverable, if a potential Winner rejects his or her prize, or if a potential Winner is deemed ineligible prior to the prize being awarded, such potential Winner shall forfeit his or her prize and Sponsor may, in its sole discretion, select the entrant receiving the next highest scoring Entry which complies with the requirements in these Official Rules as an alternative potential Winner. Upon prize forfeiture, no compensation will be given.

Additional Terms. We may, to the maximum extent permitted by applicable law and in our sole discretion, change these rules or cancel the Contest at any time; or modify, terminate, or suspend the Contest should viruses, worms, bugs, unauthorized human intervention or other causes beyond our control corrupt or impair the administration, security, fairness or proper play of the Contest or submission of entries, or the tabulation of votes. In such case, Sponsor reserves the right to select the potential Winners from all eligible Entries received prior to and/or after (if appropriate) the action taken by Sponsor. We are not responsible for any error in the operation or transmission, theft, destruction, unauthorized access to, or alteration of, entries; or for technical, network, telephone, computer, hardware or software, malfunctions of any kind; or inaccurate transmission of, or failure to receive any entry information on account of technical problems or traffic congestion on the Internet or at any website; or for injury or damage to your or any other computer resulting from downloading any materials in connection with the Contest. We may, in our sole discretion, disqualify any individual found to be tampering with the entry process, the outcome of the Contest or the operation of the Contest or website; acting in violation of these rules; or acting in an unsportsmanlike or disruptive manner or with intent to annoy, abuse, threaten or harass any other person. If your entry is incomplete or if you use robotic, automatic, programmed or similar entry methods, your entry will be void. The authorized subscriber of the e-mail account used to enter the Contest at the actual time of entry will be deemed to be the entrant and must comply with these rules in the event of a dispute as to entries submitted by multiple users having the same e-mail account. The authorized account subscriber is the natural person who is assigned an e-mail address by an Internet access provider, on-line service provider, or other organization responsible for

assigning e-mail addresses for the domains associated with the submitted e-mail addresses. Each entrant may be required to show proof of being an authorized account holder. No greater than the number of prizes stated in these Official Rules will be awarded. ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH ANY SUCH ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

Release. By participating, entrants and Winners, for themselves and for their heirs, agree to release and hold harmless Sponsor, its advertising and promotion agencies (including Civic), and any other entity involved in any aspect of the Contest (including funding, judging, provision of prizes or administration), and each of their respective parents, subsidiaries, affiliates, officers, members, directors, shareholders, employees, agents, representatives, contractors, advisors, and associates (collectively, the “Released Parties”), from any and all liability for loss, harm, damage, injury, cost, or expense whatsoever, including, without limitation, property damage, personal injury, and/or death which may occur in connection with participation in the Contest or possession, acceptance, and/or use or misuse of the Grand Prize in any activity related to the Contest (even if caused or contributed to by the negligence of any of the Released Parties), as well as for any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement, or any other intellectual property-related cause of action or for any action or claim brought by a person appearing in the Video whose consent entrant did not obtain.

Limitation of Liability; Disclaimer of Warranties. IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, ARISING OUT OF YOUR ACCESS TO AND USE OF THE CONTEST WEBSITE AND/OR ENTRY, OR YOUR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY OF THE WEBSITES ASSOCIATED WITH THE CONTEST. WITHOUT LIMITING THE FOREGOING, THIS CONTEST AND ALL PRIZES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATION 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 AND/OR EXCLUSIONS.

Miscellaneous. The Contest and these Official Rules are governed by and shall be construed in accordance with the laws of the State of Washington without regard to its conflicts of laws rules. The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Contest. Any controversy or claim arising out of or relating to these Official Rules and/or the Contest shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall

not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in King County, Washington. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Contest, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to King County in the State of Washington. The parties agree not to raise the defense of forum non conveniens. The Contest and all accompanying materials are © 2017 by Audible, Inc., and its affiliates. All rights reserved.

Winner's List. After we confirm the winners, we will post their names and videos at www.audible.com/mt/audible20 no later than December 10, 2017, until December 31, 2017.

Sponsor. Audible, Inc. ("we" or "us"), 1 Washington Park, 16th Floor, Newark NJ 07102.

Privacy Notice: All information submitted in connection with this Contest will be treated in accordance with these Official Rules and Amazon.com's Privacy Notice (available at www.amazon.com/privacy).