



2017 Volkswagen #PinkBeetle Auction Benefitting The Pink Agenda

Volkswagen Group of America, Volkswagen #PinkBeetle Auction for The Pink Agenda

Official Rules

Description:

Beginning September 1, 2016, Volkswagen Group of America (VWGoA) will make the limited edition 2017 Volkswagen #PinkBeetle available for auction hosted by CharityBuzz, Inc. (“Charitybuzz”) (the “Auction”) with proceeds going to benefit efforts to raise awareness and funds for breast cancer research.

VWGoA in partnership with The Pink Agenda, will give bidders the opportunity to be the first consumer to own the all-new, limited edition #PinkBeetle in the United States (the “Vehicle”) before the model hits dealer showrooms in October. Proceeds from the Auction will go to support the efforts of The Pink Agenda a not-for-profit 501(c)(3) organization committed to raising money for breast cancer research and care, as well as awareness of the disease among young professionals.

Proceeds:

Proceeds received from the Auction (winning bid amount less CharityBuzz fees) will benefit The Pink Agenda’s mission to raise money for breast cancer research and care, as well as awareness of the disease among young professionals.

The Pink Agenda finds, funds, and partners with people and programs that are improving the lives of those suffering from breast cancer and conducting the groundbreaking research necessary to improve their odds.

The Pink Agenda supports the work of the Breast Cancer Research Foundation and FAB-U-WISH, an initiative established by breast cancer survivor and television personality Giuliana Rancic, created to help women undergoing treatment for breast cancer feel special.

The Pink Agenda also supports its mission through ongoing fundraising efforts; events held in its chapter cities of New York, Atlanta, Boston and Washington, DC, including The Pink Agenda’s Annual Gala to be held on October 13 in NYC; and The Pink Agenda’s Speaker Series led by two Pink Agenda Board members and breast cancer survivors.

The Pink Agenda is a 501(c)(3) not-for-profit organization (EIN #: 20-8897055). More information can be found at www.thepinkagenda.org. VWGoA will not retain



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2017 Volkswagen #PinkBeetle Auction Benefitting The Pink Agenda

any portion of the proceeds obtained from the sale of the Vehicle. Prior to bidding, please consult your tax advisor for any tax advice, including the ability to deduct any of the sums paid in connection with the Auction, or bidding for, purchasing or receiving the Vehicle.

Terms and Conditions:

Due to the nature of this item, bidders must be over the age of 18 (and of the age of majority in their jurisdiction of residence, whichever is older) at the time of bidding. The vehicle is offered for sale in the condition as donated by VWGoA. It cannot be exchanged or returned, and bids cannot be transferred.

By placing a bid, each bidder acknowledges that, other than the representations and warranties made in the Volkswagen of America (VWoA) New Vehicle Limited Warranty, neither VWGoA, VWoA, nor any other party (including The Pink Agenda), makes any representations or warranties as to any descriptions of the Vehicle, nor shall any of them be deemed to have made any representation or warranties as to the condition, quality, rarity, importance, genuineness, authenticity, provenance or historical relevance of the vehicle. Thus, except as indicated, VWGoA makes no, and to the greatest extent permitted by law expressly disclaims all, representations and warranties as to the Vehicle. The Vehicle is being sold "as is," without any other warranty of any kind, express or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose.

Upon execution of the Motor Vehicle Bill of Sale, the Winning Bidder will be required to sign a waiver and release of liability, acknowledging, among other things, the foregoing disclaimer of warranties as well as an acknowledgement of vehicle delivery. A copy of these documents, if applicable, will be available to bidders per request to info@charitybuzz.com.

Upon delivery, the delivering Volkswagen dealership will collect from the Winning Bidder, and remit to appropriate governmental authorities, all taxes and fees imposed on the transfer of the Vehicle, such as state and local sales and use taxes, title, registration and destination fees, based on the fair market value of the Vehicle.

Charitybuzz shall ensure that the winner is a United States resident with a valid driver's license and appropriate automobile insurance and at least the age of majority in his or her state of legal residence.

The vehicle is homologated to U.S. specifications and will be invoiced to an authorized Volkswagen #PinkBeetle Sales and Service dealer. The Vehicle will be delivered to a recipient designated to VWGoA in writing by CharityBuzz as the Winning Bidder of the auction.



2017 Volkswagen #PinkBeetle Auction Benefitting The Pink Agenda

At VWGoA's expense, it will attempt to deliver the Vehicle to the Auction Winning Bidder at a certified VWoA dealer selected by VWGoA near a location of the winner's choice; provided, however, VWGoA reserves the right to deliver the vehicle through a dealer of VWGoA's choice, if necessary.

Transfer of title shall be effective when the Winning Bidder takes delivery of the Vehicle. The Winning Bidder will take delivery and ownership of the Vehicle at a specific date and time to be determined by VWGoA ("Delivery Date"), pursuant to the following process.

Charitybuzz will confirm to VWGoA in writing the name and contact information for the Winning Bidder, on or before 9/29/2016, and if the Winning Bidder does not take delivery and ownership of the Vehicle on or before forty-five (45) days after VWGoA or its authorized dealer notifies The Pink Agenda and the Winning Bidder that the vehicle and all necessary paperwork are at the dealership and ready for pick-up, then VWGoA shall be relieved of its obligation to have any dealer transfer the Vehicle to the Winning Bidder, and proceeds from the Auction, will be transferred entirely to The Pink Agenda on the Delivery Date. If the Winning Bidder fails to take delivery by the Deliver Date, then, without further liability, VWGoA shall have no obligation to provide the Vehicle to anyone.

Upon delivery of the Vehicle and during the Winning Bidder's ownership, Winning Bidder will be solely responsible for all costs related to the Vehicle, including, but not limited to, tax, title, registration, electricity, maintenance, mileage, wear and tear, license fees and insurance for the Vehicle.

Description:

The #PinkBeetle Auction will begin at 9:00 a.m. Eastern Time ("ET") on September 1, 2016 and end at 11:59 p.m. ET on September 22, 2016. Hereby referred to as the "Auction Period."

Eligibility:

The #PinkBeetle Auction is open only to legal residents of the fifty (50) United States and District of Columbia (U.S.) who are at least eighteen (18) years of, as of date of bidding and have a valid U.S. driver's license and an acceptable form of automobile insurance.

Employees, directors and officers and their immediate families (spouses and siblings, parents and children and their spouses) and household members of Volkswagen Group of America Inc. ("VWGoA") and its parents, subsidiaries, distributors, affiliates, dealerships, advertising and promotion agencies and companies involved in the design, implementation and execution of the #PinkBeetle



2017 Volkswagen #PinkBeetle Auction Benefitting The Pink Agenda Auction (collectively, "Auction Entities"), are not eligible to enter.

The #PinkBeetle Auction is void in Alaska, Hawaii, Puerto Rico, and US Territories and jurisdictions (including overseas military installations), and where prohibited.

Agreement to the Official Rules

By bidding in the #PinkBeetle Auction, each bidder fully and unconditionally agrees to and accepts these Official Rules and the decisions of Charitybuzz, VWGoA and The Pink Agenda, which are final and binding in all matters related to the #PinkBeetle Auction. Winning the #PinkBeetle Auction is contingent upon fulfilling all requirements set forth herein. Auction Entities reserve the right to verify the eligibility of potential winning bidders. Potential winning bidder(s) agree to receive further communications by one or all of the Auction Entities to collect payment and coordinate delivery/pick-up of the Vehicle.

How to Bid in the Auction

During the Auction Period, bidders may submit bids on the Vehicle by visiting <https://www.charitybuzz.com/vwpinkbeetle> and entering in their name, address, email address, phone number, credit card information, and bid amount. All bids must be placed during the Auction Period. The Winning Bidder of the #PinkBeetle Auction will be the person with the highest bid on September 22, 2016. The winner will receive one (1) 2017 Volkswagen #PinkBeetle Coupe. In order to be eligible to bid, entrants must register with a credit card authorized for a minimum charge of five hundred dollars (\$500). Multiple people bidding from a single account is not permissible. In the event of a dispute, bids will be deemed made by the authorized account holder of the account at the time of the winning bid. The authorized account holder is the natural person who is assigned to the account. All required information must be completed in order to enter a bid. Bids specifying an invalid, non-working, or inactive email address or phone number will be disqualified and ineligible to win Vehicle. All bidders are subject to verification by Auction Entities whose decisions are final and binding in all matters related to the Auction. A bidder is not a Winning Bidder of the Vehicle unless and until bidder has executed all required documentation and bidder's eligibility has been verified and bidder has been notified that the verification is complete.

Winning Bidder must pick up Vehicle from pre-agreed upon Authorized Volkswagen Dealer. Any further shipment or transfer of the Vehicle, such as the Winning Bidder's home is the sole responsibility of the Winning Bidder.

Winning Bidder Determination

Upon receiving all of the bids during the Auction Period, the potential winning bidder of the Auction will be the person with the highest bid at the close of the Auction



2017 Volkswagen #PinkBeetle Auction Benefitting The Pink Agenda

Period. The potential Winning Bidder will be notified using the phone number/email address they provided at the time of the bidding and will be required to sign an Affidavit of Eligibility, Release of Liability and Publicity/Footage Release wavier (where legal). The potential winning bidder will be required to provide proof of funds, which may require a credit card pre-authorization of an amount up to the amount of the winning bid and/or a bank representative's verification of funds availability.

Potential Winning Bidder may be required to show proof of being the authorized account holder. Use of any automated system to participate is prohibited and will result in disqualification. If a potential Winning Bidder cannot be contacted via email or telephone after the first attempt to contact him/her, or if he/she fails to sign and return the Affidavit of Eligibility, Release of Liability, and/or Publicity/Footage Release waiver (where legal) within three (3) business days, or is disqualified then the Vehicle will be awarded to the next highest bidder. A bidder is not a Winning Bidder of the Vehicle unless and until the bidder has executed all required documentation and bidder's eligibility has been verified and bidder has been notified that the verification is complete.

Associated Costs

The Winning Bidder will be solely responsible for all taxes and fees associated with the sale, delivery, ownership and possession of Vehicle such as state and local sales and use taxes; federal, state and local income taxes; and title, registration and destination fees. No cash or other substitution will be made.

General Conditions/Release

By participating in the #PinkBeetle Auction, bidders (a) release Volkswagen Group of America, Charitybuzz.com, The Pink Agenda (the "Auction Entities"), and their respective directors, officers, agents and employees from any and all liability for any claims, costs, injuries, losses or damages of any kind arising out of, resulting from, related to, or caused by their participation, including, but not limited to, the unauthorized or illegal access to personally identifiable or sensitive information or the acceptance, possession, use or misuse of the Vehicle; and (b) acknowledge that the Auction Entities have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, expressed or implied in fact or in law, relative to the Vehicle including, but not limited to, the Vehicle's quality or availability, except for the limited warranties provided by VWGoA with the Vehicle.

Neither Auction Entities nor any service providers are responsible for incorrect or inaccurate transcription of bidding information, or for any human or other error, technical malfunctions, lost/delayed data or voice transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, inability to access any online service or Website or to complete a telephone call or facsimile transaction, or any other error or malfunction, or late,



2017 Volkswagen #PinkBeetle Auction Benefitting The Pink Agenda

lost or misdirected mail, or any injury or damage to a bidder's or any other person's computer related to or resulting from participation in the #PinkBeetle Auction.

CAUTION: ANY ATTEMPT BY A BIDDER OR ANY OTHER PERSON TO DELIBERATELY DAMAGE ANY WEBSITE, TAMPER WITH THE BID PROCESS, OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE AUCTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, AUCTION ENTITIES RESERVE THE RIGHT TO COOPERATE IN THE PROSECUTION OF ANY SUCH PERSON(S) AND TO PURSUE ALL REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW.

The failure by any of the Auction Entities to enforce any term of these Official Rules shall not constitute a waiver of that provision.

If for any reason the #PinkBeetle Auction is not capable of being executed as planned, or in the event of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, action of bidders, technical failures or any other occurrence which in the opinion the Auction Entities, corrupt or affect the administration, security, fairness, integrity, or proper conduct of the #PinkBeetle Auction, the Auction Entities reserve the right at their sole discretion to disqualify any suspect bid or bidder and/or to cancel, terminate, modify or suspend the #PinkBeetle Auction. In the event of any cancellation, termination, modification or suspension, notice thereof will be posted by Charitybuzz.com and VWGoA on its social media properties on Twitter and Facebook (Twitter.com/vw and Twitter.com/vwnews and Facebook.com/vw respectively).

Bids not complying with all rules are subject to disqualification.

Disputes

Each bidder agrees that (a) any and all disputes, claims and causes of action arising out of, or connected with, the #PinkBeetle Auction or the Vehicle 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 Virginia or the appropriate Virginia State Court located in Fairfax County, Virginia; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this #PinkBeetle Auction but in no event attorneys' fees; and (c) under no circumstances will any bidder be permitted to obtain awards for, and bidder hereby waives all rights to claim, punitive, incidental and consequential damages and any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction,



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2017 Volkswagen #PinkBeetle Auction Benefitting The Pink Agenda

validity, interpretation and enforceability of these Official Rules, bidders rights and obligations, or the rights and obligations of the Auction Entities in connection with the #PinkBeetle Auction, shall be governed by, and construed in accordance with, the laws of the State of Virginia, without giving effect to any choice of law or conflict of law rules (where the State of Virginia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Virginia.

Bidder's Personal Information: Information collected online from bidders is subject to the Charity Buzz Privacy Statement for U.S. Consumers (https://www.charitybuzz.com/privacy_policy).