

CAPITAL ONE® POWER OF 2 CONTEST

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER, WIN, OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.

OPEN ONLY TO ELIGIBLE LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE AT LEAST EIGHTEEN (18) YEARS OLD AT THE TIME OF ENTRY AND ARE CAPITAL ONE SPARK CREDIT CARD HOLDERS PRIOR TO OCTOBER 1, 2018 IN GOOD STANDING.

VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

The Capital One® Power of 2 Contest ("Contest") is sponsored by Capital One Bank (USA), N.A. ("Sponsor"), 15075 Capital One Drive, 2nd Floor, Richmond, Virginia 23238 and is administered by Prize Logic, LLC ("Administrator"), 25200 Telegraph Road, Suite 405, Southfield, MI 48033.

- 1. CONTEST TIMING:** The Contest includes a submission phase ("Submission Phase"), a preliminary judging phase ("Judging Phase 1"), a voting phase ("Voting Phase"), and a final judging phase ("Judging Phase 2") as set forth in the following table:

Phase	Start Date (at 12 PM Eastern Time ["ET"])	End Date (at 11:59:59 AM ET)
Submission Phase	October 1, 2018	November 3, 2018
Judging Phase 1	November 5, 2018	November 9, 2018
Voting Phase	November 9, 2018	November 15, 2018
Judging Phase 2	November 15, 2018	November 16, 2018

The Administrator's computer is the Contest official clock.

- 2. ELIGIBILITY:** The Contest is offered only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years of age at the time of entry and are Capital One Spark credit card holders prior to October 1, 2018. Spark credit card account must be in good standing throughout the Contest. Employees, officers, and directors of: (i) Sponsor, (ii) Sponsor's retailer affiliates (including shareholders and other owners therein), (iii) Sponsor's advertising, public relations, and promotion agencies (including, without limitation, Administrator) and all other individuals and entities associated with the creation, administration, or fulfillment of the Contest, and (iv) the respective parent companies, affiliates, agents, and/or subsidiaries of each of the foregoing entities; and the immediate family members (parents, children, spouse, and siblings) and members of the household of such persons (collectively, "Contest Entities") and their immediate family members (i.e., spouse, parent, child, sibling, and the "steps" of each) are not eligible to participate in the Contest. All applicable federal, state, and local laws and regulations apply. Void where prohibited or restricted by law. Participation consists of entrant's full and unconditional agreement to these Official Rules and Sponsor and Administrator's decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 3. HOW TO ENTER THE CONTEST:** During the Submission Phase an entrant must visit powerof2.capitalone.com ("Website"), submit his/her e-mail address, and complete the registration form, which may include, but is not limited to, business name, complete first and last name (no initials), business street address (no P.O. box), city, state, ZIP Code, business phone number, date of birth,

and confirmation that the entrant has read and agrees to be bound by these Official Rules. An entrant may then follow the instructions to upload a photo or video of entrant in his/her work environment and answer the essay questions regarding how entrant “reinvests his/her rewards.” Upon submitting a photo or video and answers to the essay questions, an entrant will receive one (1) entry into the Contest.

If an entrant enters from his/her wireless phone, the entrant’s wireless service provider may charge the entrant. Entrants should consult their wireless-service providers regarding their pricing plans. Message and data rates may apply.

Entry Requirements: All entries must comply with the following restrictions:

- Must be in English, except for commonly understood foreign words;
- Must not include any identifiable person(s) other than the entrant without that person’s permission;
- Must not contain material that violates or infringes another’s rights, including, but not limited to, privacy, publicity, or intellectual property rights or that constitutes copyright infringement;
- Must be the original work of entrant;
- Must not disparage Sponsor, Administrator, or any other person or party;
- Must not feature trademarks, logos, or trade dress owned by any third party or advertise or promote any brand or product of any kind (other than entrant’s business);
- Must not promote any cause other than the Contest theme;
- Must not contain material that is inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous, or libelous (as determined by Sponsor, at Sponsor’s sole discretion);
- Must not contain, facilitate, reference, or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age (as determined by Sponsor at Sponsor’s sole discretion);
- Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way; and
- Must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any jurisdiction where entry is created.

NOTE: If any entry fails to comply with any of these Entry Requirements or any other provisions of these Official Rules, Sponsor and Administrator reserve the right to disqualify the entrant. Further, Sponsor and Administrator reserve the right to disqualify an entrant if entrant’s personal or business website(s), social media, or other public representations run counter to the above Entry Requirements and/or Sponsor’s values, as determined by Sponsor in its sole discretion.

By submitting an entry, an entrant agrees that his/her entry is gratuitous and made without restriction, and will not place Sponsor under any obligation and that Sponsor is free to disclose or otherwise disclose the ideas contained in the entry on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to the entrant. Entrant acknowledges that, by acceptance of his/her entry, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than the entrant. Entrant agrees that Sponsor may post the entry on any websites associated with the Contest, including Sponsor’s social media channels.

By submitting an entry, an entrant hereby agrees to be bound by these Official Rules. Submitting an entry constitutes entrant’s consent to give Sponsor a royalty-free, irrevocable, perpetual, nonexclusive license to use, reproduce, modify, publish or create derivative works from and display

the entry in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes, and that Sponsor may use entrant's name and likeness in connection with the uses described herein. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the nonexclusive rights entrant is granting to use the entry. This license expressly includes a right (but not the obligation) for Sponsor to modify entries to remove any third party intellectual property or to remove entries in their entirety.

Entry Limit: There is a limit of one (1) entry per person/business (note: an entrant may resubmit an entry only one [1] time if entrant's entry is initially rejected). If more than one (1) entry is received from the same person and/or business, only the first entry received may be considered valid.

4. CONTEST JUDGING, VOTING, AND WINNER SELECTION: Following the Contest Period, winners will be selected as described below:

A. Finalist Selection: During the Judging Phase 1, all eligible entries received during the Contest Period will be judged by a panel of qualified judges selected by the Sponsor ("Judges"). The Judges will score the entries according to the following weighted criteria: (i) relevance to contest theme: 30%; (ii) creativity: 30%; and (iii) brand appeal: 40% ("Judging Criteria"). The five (5) entries that receive the highest scores will be declared the potential Contest finalists (each, a "Finalist Entry"). Each Finalist Entry is a potential Finalist Entry pending verification of eligibility and compliance with the Official Rules. In the event of any ties, the entry with the highest score in criterion (ii) will prevail. In the event there are still any ties, the tied entries will be judged again and the entry with the highest overall score will prevail. If a potential Finalist Entry is found to be ineligible or does not comply with these Official Rules, he/she will be disqualified and the entry with the next highest judges' score will be named a potential Finalist Entry. Administrator's, Judges', and Sponsor's decisions shall be final and binding in all matters pertaining to the judging and selection of the Finalist Entries. In no event will there be more than five (5) Finalist Entries.

B. Voting: During the Voting Phase, an individual who is at least eighteen (18) years of age may visit the Website, submit his/her e-mail address, and complete the registration form, which may include, but is not limited to, complete first and last name (no initials) and confirmation the individual is at least eighteen (18) years of age and has read and agrees to be bound by these Official Rules. An individual may then follow the instructions to vote on one (1) Finalist Entry. Limit one (1) vote per person per calendar day during the Voting Phase. Votes received from any person or e-mail address or household in excess of this limitation will be void. Votes generated by script, BOT, macro or other automated means are void. Voting must be completed by the actual person casting the vote. A person may not vote on behalf of another person. Subsequent votes during a calendar day by a single voter or e-mail address will be disqualified. Votes intended to impact the integrity of the voting process, as determined by Sponsor in Sponsor's sole discretion, are void. Payment or other consideration in exchange for votes is prohibited.

C. Winner Selection: During the Judging Phase 2, the five (5) Finalist Entries will be re-scored by the Judges, using the Judging Criteria (see Section 4A above) and results from the Voting Phase (see Section 4B above) as follows: (i) relevance to contest theme 30%; (ii) creativity: 30%; (iii) brand appeal: 30%; and Voting Phase results: 10%. The one (1) Finalist Entry that receives the highest score will be declared the potential grand prize winner. The one (1) Finalist Entry that receives the second highest score will be declared the potential first runner-up prize winner. The one (1) Finalist Entry that receives the third highest score will be declared the potential second runner-up prize winner. Each winner is a potential winner pending verification of eligibility and compliance with the Official Rules. In the event of any ties, the entry with the highest score in

criterion (ii) will prevail. In the event there are still any ties, the tied entries will be judged again and the entry with the highest overall score will prevail. If a potential winner is found to be ineligible or does not comply with these Official Rules, he/she will be disqualified and the entry with the next highest score will be named a potential winner. Administrator's, Judges', and Sponsor's decisions shall be final and binding in all matters pertaining to the judging and selection of the winners. In no event will there be more than one (1) grand prize winner, one (1) first runner-up prize winner, and one (1) second runner-up prize winner.

5. PRIZES AND APPROXIMATE RETAIL VALUE ("ARV"):

- A. Grand Prize (1):** The grand prize is a \$50,000 check made payable to the grand prize winner's business ("Grand Prize"). One (1) Grand Prize will be available in the Contest. The ARV of the Grand Prize is \$50,000.
- B. First Runner-Up Prize (1):** The first runner-up prize is a \$25,000 check made payable to the first runner-up prize winner's business ("First Runner-Up Prize"). One (1) First Runner-Up Prize will be available in the Contest. The ARV of the First Runner-Up Prize is \$25,000.
- C. Second Runner-Up Prize (1):** The second runner-up prize is a \$15,000 check made payable to the second runner-up prize winner's business ("Second Runner-Up Prize"). One (1) Second Runner-Up Prize will be available in the Contest. The ARV of the Second Runner-Up Prize is \$15,000.
- D. Total ARV:** The total ARV of all prizes (each, a "Prize") available in the Contest is \$90,000.
- E. General:** In no event will more than the above quantities of Prizes be awarded. Limit one (1) Prize per person/business. No Prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of a prize or force majeure.

- 6. WINNER VERIFICATION:** Each potential winner is subject to verification of eligibility and compliance with these Official Rules. Sponsor will notify a potential winner via e-mail or phone with instructions on how to claim a Prize. A potential Prize winner must respond to the initial winner notification within forty-eight (48) hours or he/she may be disqualified, at Sponsor's sole discretion. A potential Prize winner will be required to sign and execute an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, "Prize Claim Documents") and provide all requested business information. If a potential Prize winner fails or refuses to sign and return all Prize Claim Documents within five (5) calendar days of Prize notification the winner may be disqualified and an alternate winner may be selected. Upon verification of eligibility and compliance with these Official Rules, a Prize will be mailed to a verified winner's business. If a potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, the Prize may be forfeited, and in the Sponsor's sole discretion, the forfeited Prize may be awarded to an alternate winner, selected according to Section 4 above, as determined by Sponsor in its sole discretion. All federal, state, and local taxes imposed on the acceptance of a Prize are solely the responsibility of the winner's business. Sponsor may be required to issue an IRS Form 1099-MISC for each winner.

Administrator will attempt to notify each potential winner as set forth above, but Administrator and Sponsor are not responsible for any undelivered e-mails or phone calls, including, without limitation, e-mails that are not received because of a winner's privacy or spam filter settings which may divert any Contest e-mail, including any winner notification e-mail, to a spam or junk folder. The right to receive a Prize is non-assignable and non-transferable and no Prize substitution or exchange will be

allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of a Prize or force majeure, at Sponsor's sole and absolute discretion. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility. Contest Entities shall not be held responsible for any delays in awarding a Prize for any reason. Each Prize will only be awarded to a verified winner.

- 7. LIMITATION OF LIABILITY:** By participating in this Contest, entrants agree that the Contest Entities and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail/text notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Contest; (vii) any injury or damage, whether personal or property, to entrants or to any person's computer related to or resulting from participating in the Contest and/or accepting a Prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Contest Entities are not responsible for any unanswered or undeliverable winner notifications.

By entering the Contest, each entrant agrees: (i) to be bound by these Official Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Contest; and (iii) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Contest, including, but not limited to, any Contest-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Contest; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a Prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by entrant.

If, for any reason, the Contest is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Contest and/or proceed with the Contest, including the selection of a winner in a manner it deems fair and reasonable, including the selection of a winner from among eligible entries received prior to such cancellation, termination, modification or suspension. In no event will more Prizes be awarded than are stated in these Official Rules. If for any reason, including but not limited to an administrative, printing, production, computer or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, or more Prizes are claimed than are intended to be awarded according to these Official Rules, the intended Prize will be awarded according to Section 4 above.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS CONTEST, INCLUDING THE PRIZES, IS 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.

- 8. DISPUTES: THE CONTEST IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF VIRGINIA. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC., IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN VIRGINIA. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS SECTION WILL BE CONDUCTED IN VIRGINIA. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION OCCURRED, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.**
- 9. PRIVACY POLICY:** Sponsor's privacy policy is available at <http://www.capitalone.com/identity-protection/privacy/>.
- 10. PUBLICITY RIGHTS:** By participating in the Contest and/or accepting a Prize, each entrant agrees to allow the Sponsor and/or the Sponsor's designee the perpetual right to use his/her and his/her business name, address (city and state), biographical information, photos, picture, portrait, likeness, voice, and/or statements regarding the Contest and/or Sponsor for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, including, but not limited to, live television, worldwide, on the World Wide Web and Internet, without notice, review or approval and without additional compensation, except where prohibited by law.
- 11. GENERAL:** Any attempted form of participation in this Contest other than as described herein is void. Sponsor and Administrator reserve the right to disqualify any entrant found or suspected, in their sole and absolute discretion, to be tampering with the operation of the Contest; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Contest. Any attempted form of participation in this Contest other than as in these Official Rules is void. If it is discovered that a person has registered or attempted to register more than once using multiple e-mail addresses, multiple identities, IP addresses, use of proxy servers, or like methods, all of that person's entries will be declared null and void and that person will not be awarded any prize that he/she might have been entitled to receive. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Contest will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. Entrants and/or the potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator. In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized account holder of the e-mail address submitted on the registration form associated with such entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is

responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the Prize documents will not affect the validity or enforceability of any other provision. No entrant shall have the right to modify or amend these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Contest details contained in these Official Rules and Contest details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Contest as set forth in these Official Rules shall prevail.

12. WINNERS LIST AND OFFICIAL RULES: For the names of the winners, interested individuals should mail a self-addressed stamped business envelope to: Winners List - Capital One® Power of 2 Contest, P.O. Box 251328, West Bloomfield, MI 48325. Winner List requests must be received no later than January 16, 2018. For a copy of these Official Rules, interested individuals should mail a self-addressed stamped business envelope to: Rules Request - Capital One® Power of 2 Contest, P.O. Box 251328, West Bloomfield, MI 48325.

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