

CAPITAL ONE® SIMPLY SMARTER HOME SWEEPSTAKES

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 50 UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE AT LEAST 18 YEARS OLD AT THE TIME OF ENTRY.

VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

The Capital One® Simply Smarter Home Sweepstakes ("Sweepstakes") is sponsored by Capital One, N.A. ("Sponsor"), 1680 Capital One Drive, McLean, VA 22102 and is administered by Prize Logic, LLC, ("Administrator"), 25200 Telegraph Road, Suite 405, Southfield, MI 48033.

- 1. SWEEPSTAKES PERIOD:** The Sweepstakes begins on July 10, 2017 at 12:00 PM Eastern Time ("ET") and ends on August 21, 2017 at 11:59:59 PM ET ("Sweepstakes Period"). The Sweepstakes will consist of the following six (6) entry periods (each an "Entry Period"):

Entry Period	Start Date (at 12 AM ET except Entry Period 1)	End Date (at 11:59:59 PM ET)	Drawing Date	Notification Date
1	7/10/17 at 12 PM ET	7/16/17	7/17/17	7/18/17
2	7/17/17	7/23/17	7/24/17	7/25/17
3	7/24/17	7/30/17	7/31/17	8/1/17
4	7/31/17	8/6/17	8/7/17	8/8/17
5	8/7/17	8/13/17	8/14/17	8/15/17
6	8/14/17	8/21/17	8/22/17	8/23/17

Non-winning entries **will not** carry forward into subsequent Entry Periods. The Administrator's computer is the Sweepstakes official clock.

- 2. ELIGIBILITY:** The Sweepstakes 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. Employees of Sponsor, Administrator, and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, "Sweepstakes Entities") and each of their immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and the "steps" of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to enter or win. All federal, state, and local laws apply. Void where prohibited or restricted by law.

Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions and interpretations, which are final and binding in all matters related to the Sweepstakes. For purposes of the Sweepstakes, an entrant's residential address and email address will be the physical address and email address

submitted at the time of entry. Entrants will not be allowed to change their physical addresses or email addresses.

3. **HOW TO ENTER THE SWEEPSTAKES:** During the Sweepstakes Period, an eligible entrant may visit SimplySmarterSweepstakes.com ("Website"), enter his/her email address, and complete and submit the registration form including, but not limited to: first and last name (no initials), ZIP code, answer to yes/no home buying/refinancing question, and confirmation entrant is at least eighteen (18) years of age and agrees to be bound by these Official Rules. An entrant must then either elect to take or skip the quiz, after which he/she will receive one (1) entry into the Sweepstakes. An entrant does not have to take the quiz to gain an entry into the Sweepstakes. If an entrant takes the quiz, he/she will receive a Sweepstakes entry regardless of whether the entrant answers the questions correctly. An entrant will only be presented with the option to take the quiz on his/her first visit to the Website.

Entry Limit: Limit one (1) total entry per eligible entrant per calendar day during the Sweepstakes Period. If more than the stated number of entries are received from the same person, telephone number, and/or email address during a day, the entries may, at the Sponsor's sole discretion, be disqualified.

Bonus Sweepstakes Entries: During the Sweepstakes Period, an entrant may obtain additional entries by following the instructions on the Website to share the Sweepstakes on Facebook and Twitter. Upon clicking a link to share the Sweepstakes, a message with a unique link will be posted to the entrant's Facebook or Twitter account ("Invitation Post"). To obtain an additional entry, an entrant's Facebook friend or Twitter follower must click on the unique link in the Invitation Post, complete and submit the registration information requested, and enter the Sweepstakes. Upon the Friend's/follower's successful entry into the Sweepstakes, the original entrant will receive one (1) entry into the Sweepstakes. An entrant will receive one (1) entry for each Friend/follower who enters the Sweepstakes by following the unique link in his/her Invitation Post, up to maximum of five (5) additional entries via Facebook and Twitter combined.

The Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with, Facebook or Twitter. By using Facebook and/or Twitter to participate in the Sweepstakes, an entrant agrees to release Facebook and/or Twitter from any and all liability associated with entrant's participation in the Sweepstakes. If an entrant does not have a Facebook account, an entrant can create a Facebook account for free at www.facebook.com. If an entrant does not have a Twitter account, an entrant can create a Twitter account for free at <https://twitter.com>.

4. **RANDOM DRAWINGS:** On or about each Drawing Date listed in Section 1, the Administrator will randomly select one (1) potential grand prize winner and two (2) potential first prize winners from all eligible entries received in the applicable Entry Period. Each winner is considered a potential winner pending verification of his/her eligibility and compliance with these Official Rules.
5. **PRIZES, APPROXIMATE RETAIL VALUE ("ARV"), AND ODDS OF WINNING:**
 - A. **Grand Prizes (6 total; 1 per Entry Period):** The grand prize is a smart home package, including one (1) Nest thermostat, one (1) Google Home, one (1)

Nest Protect smoke alarm, three (3) Nest indoor cameras, two (2) Nest outdoor cameras, one (1) Caseta wireless lighting control kit, one (1) Sonos 2 Room Music System, and a check made payable to the winner for \$700 (intended to help cover installation costs) (“Grand Prize”). Six (6) Grand Prizes will be available in the Sweepstakes (one [1] per Entry Period). The ARV of each Grand Prize is \$2,785.

B. First Prizes (12 total; 2 per Entry Period): The first prize is one (1) Google Home (“First Prize”). The ARV of each First Prize is \$129. Twelve (12) First Prizes will be available in the Sweepstakes (two [2] per Entry Period). The ARV of each First Prize is \$129.

C. Total ARV: The total ARV of all available prizes in the Sweepstakes is \$18,258.

D. Odds of Winning: The odds of winning a prize depend on the number of eligible Sweepstakes entries received during the applicable Entry Period.

E. General Conditions: In no event will more prizes than are stated in these Official Rules be awarded. If, for any reason, more prize notifications are sent (or more claims are received) than the number of prizes offered, as set forth in these Official Rules, Sponsor reserves the right to award only the intended number of prizes through a subsequent random drawing from among all eligible prize claims received. Limit one (1) prize per household for the entire Sweepstakes.

6. HOW TO CLAIM A PRIZE: Potential winners are subject to verification of eligibility and compliance with these Official Rules. On or about each Notification Date listed in Section 1, each potential winner will be sent a notification via the email address that was provided as part of their entry information with further instructions on how to claim a prize. Before being declared a winner, a potential winner will be required to sign and execute an Affidavit of Eligibility/Liability & Publicity Release and tax acknowledgment (“Affidavit”). A potential winner must return a fully executed and notarized Affidavit to the Sponsor or its authorized designee within forty-eight (48) hours or the prize may be forfeited (in Sponsor’s sole discretion). Upon verification of eligibility, each prize will be mailed to the verified winner at the address provided during verification. Please allow six (6) to eight (8) weeks for delivery. If a potential winner is disqualified, is found to be ineligible or not in compliance with these Official Rules, declines to accept a prize, or fails to return an executed and notarized Affidavit within the time provided, a prize may be forfeited. If a prize is forfeited, the prize may be awarded to an alternate winner, selected in a random drawing from among all remaining eligible entries, as determined by Sponsor in its sole discretion. If, after a good-faith attempt, Sponsor is unable to award or deliver a prize, the prize may not be re-awarded.

Sponsor will attempt to notify each potential winner as set forth above, but Sponsor is not responsible for any undelivered emails, including, without limitation, emails that are not received because of a winner’s privacy or spam filter settings, which may divert any Sweepstakes email, including any winner notification email, to a spam or junk folder. Prizes that are unclaimed, unredeemed, or returned as undeliverable will not be awarded. Prizes are non-transferable and no prize substitution, exchange, or cash equivalent will be allowed, except by Sponsor, who reserves the right to substitute a

prize of equal or greater value in case of unavailability of the prize or force majeure, at Sponsor's sole and absolute discretion. Sweepstakes Entities shall not be held responsible for any delays in awarding the prize for any reason.

- 7. LIMITATION OF LIABILITY:** By participating in the Sweepstakes, entrants agree that the Sweepstakes 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 email/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 Sweepstakes; (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 Sweepstakes 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 Sweepstakes Entities are not responsible for any unanswered or undeliverable winner notifications.

By entering the Sweepstakes, 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 Sweepstakes; 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 Sweepstakes, including, but not limited to, any Sweepstakes-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Sweepstakes; (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 Sweepstakes is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, 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. In the event that, due to technical, typographical, mechanical, administrative, printing, production, computer or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the winner.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THE SWEEPSTAKES, 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 SWEEPSTAKES 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 THE AMERICAN ARBITRATION ASSOCIATION, IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("AAA RULES"). THE AAA 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:** Sponsor's privacy policy is available at <http://www.capitalone.com/identity-protection/privacy/>.
- 10. PUBLICITY RIGHTS:** By participating in the Sweepstakes, each entrant agrees to allow the Sponsor and Sponsor's designee the perpetual right to use his/her name, address (city and state), biographical information, likeness, picture and other information and content provided in connection with the Sweepstakes for promotion, trade, commercial, advertising and publicity purposes in all media worldwide including, but not limited to, on television and the Internet, without notice, review or approval and without additional compensation, except where prohibited by law.
- 11. GENERAL:** Any attempted form of participation in the Sweepstakes 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 Sweepstakes; 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 the Sweepstakes. Any attempted form of participation in the Sweepstakes 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 phone numbers,

email addresses, residential 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 Sweepstakes will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. Entrants and/or 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 email address submitted on the registration form associated with such entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning email addresses for the domain associated with the submitted email address. Each entrant may be required to show proof of being an authorized account holder. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES 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 Sweepstakes details contained in these Official Rules and Sweepstakes 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 Sweepstakes as set forth in these Official Rules shall prevail.

12. WINNERS LIST AND OFFICIAL RULES: For a list of winners, an interested individual should mail a self-addressed stamped business envelope to: Winners List, Capital One Simply Smarter Home Sweepstakes, PO Box 251328, West Bloomfield, MI 48325. Winner List requests must be received no later than October 21, 2017. For a copy of these Official Rules, an interested individual should mail a self-addressed stamped business envelope to: Rules Request - Capital One® Simply Smarter Home Sweepstakes, PO Box 251328, West Bloomfield, MI 48325.

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