

CAPITAL ONE® THE BIG PAYOFF® SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. A PURCHASE 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® The Big Payoff® Sweepstakes ("Sweepstakes") is sponsored by Capital One, N.A. ("Sponsor"), 15075 Capital One Drive 2nd Floor, Richmond, VA 23238 and is administered by Prize Logic, LLC ("Administrator"), 25200 Telegraph Road, Suite 405, Southfield, MI 48033.

- 1. SWEEPSTAKES TIMING:** The Sweepstakes begins at 12:00 AM Eastern Time ("ET") on December 1, 2018 and ends at 11:59:59 PM ET on March 31, 2019 ("Sweepstakes Period"). Sweepstakes consists of four (4) monthly drawings (each, a "Monthly Drawing") as set forth below (all times ET):

Monthly Drawing	Start Date (at 12:00 a.m.)	End Date (at 11:59:59 p.m.)	Mail-In Entry Received By Deadline	Random Drawing Date (on or about)
December	12/1/18	12/31/18	1/7/19	1/10/19
January	1/1/19	1/31/19	2/7/19	2/11/19
February	2/1/19	2/28/19	3/7/19	3/11/19
March	3/1/19	3/31/19	4/8/19	4/10/19

Entries do not carry forward to subsequent drawings. The Sponsor'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. In order to be awarded a prize, an individual who is a Capital One Auto Finance customer must have his/her account current (i.e., no more than three [3] days past due) as of the End Date of each Monthly Drawing and at the time the prize is awarded. Note: Individuals with Capital One Auto Finance accounts in open bankruptcy, discharged bankruptcy, written off, deficiency, garnishment, deceased, legal hold, and cease & desist statuses are not eligible to enter the Sweepstakes. Employees, officers, and directors of: (i) Sponsor, (ii) Sponsor's retailer affiliates (including principal 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 Sweepstakes, 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 "Sweepstakes Entities") and their immediate family members (*i.e.*, spouse, parent, child, sibling, and the "steps" of each) are not eligible to participate in the Sweepstakes. 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's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein. A winner must be a U.S. person for tax purposes (U.S. citizen or resident alien) and be able to complete an IRS Form W-9.

3. HOW TO ENTER THE SWEEPSTAKES: During the Sweepstakes Period, an eligible entrant may enter the Sweepstakes as described below:

A. Make a Digital Payment (for Capital One Auto Finance Customers): An eligible entrant with an existing Capital One Auto Finance Loan may earn one (1) Sweepstakes entry ("Entry") by making a recurring payment or a regular monthly payment on his/her Capital One Auto Finance Loan digitally through www.capitalone.com or the Capital One Mobile App (such payments are "Digital Payments") prior to the End Date of each Monthly Drawing. The payment must clear and post to the eligible entrant's Capital One Auto Finance account prior to the Random Drawing Date for each Monthly Drawing in order to qualify as an Entry. Digital Payments may be made on a one-time basis or pursuant to a recurring payment plan. Recurring payment plans may be set up online at www.capitalone.com, through the Capital One Mobile App, or over the phone with a customer service representative of Sponsor or through Sponsor's automated phone system by calling 1-800-946-0332. The Capital One Mobile App can be downloaded in the Google Play Store for Android and the App Store for iOS. Message and data rates may apply. Entrants should review their mobile devices' capabilities for specific mobile application instructions. By submitting an Entry, each entrant hereby agrees to be bound by these Official Rules.

B. Free Mail-In Entry Method (for all eligible entrants): An eligible entrant may hand-write his/her complete name (no initials), valid e-mail address, street address, city, state, ZIP code, telephone number, date of birth, current auto loan balance (if applicable), current auto loan monthly payment amount (if applicable), (if Entrant does not have an auto loan at the time of entry, he/she should write "no auto loan") and entry month and mail it on a 3.5 inch by 5 inch post card ("Mail-In Entry") with sufficient postage to: Capital One The Big Payoff Sweepstakes, PO Box 259391, Plano, TX 75025-9391. All Mail-In Entries must be postmarked no later than the End Date of the applicable Monthly Drawing, and received on or before the Mail-in Entry Received by Deadline indicated in the chart in Section 1, in order to be eligible. Mail-In Entries must be legibly hand-written in blue or black ink. Mechanical reproductions, postage-due, entries not on a 3.5 inch by 5 inch postcard or mailed inside an envelope, or Mail-In Entries sent in excess of the entry limits set forth below will not be accepted.

Mail-In Entries received without a verifiable and legible return address will be deemed incomplete and not valid entries. Mail-In Entries found to contain misleading information regarding auto loan amounts, balances, or the existence of an auto loan in the entrant's name will not be considered valid entries. A Mail-In Entry will result in one (1) Entry.

Entry Limit: Regardless of the method of entry, limit one (1) Entry per account or household if Entrant does not have an account relationship with Capital One Auto Finance during each Monthly Drawing.

4. USE OF INFORMATION OBTAINED: This is an attempt to collect a debt. Any information obtained will be used for that purpose. Contact information obtained from your entry into the Sweepstakes will only be used by the Sponsor to relay important information related to your existing Capital One Auto Finance Account and for the purpose of administering the Sweepstakes.

5. RANDOM DRAWINGS: On or about each of the Random Drawing Dates for each Monthly Drawing set forth in Section 1, Administrator will randomly select one (1) potential "Grand Prize" (as defined in Section 6A) winner, and fifty (50) potential "First Prize" (as defined in Section 6B) winners from all eligible Entries received for each Monthly Drawing during the Sweepstakes Period. Each winner is deemed to be a potential winner, pending verification of the entrant's eligibility and compliance with these Official Rules as determined by Sponsor or Administrator, in their sole and absolute discretion.

6. PRIZES, APPROXIMATE RETAIL VALUE ("ARV"), AND ODDS OF WINNING:

A. Grand Prize (1 per Monthly Drawing, 4 total): Each Grand Prize winner will have his/her full outstanding auto loan (maximum \$40,000) paid by the Sponsor ("Grand Prize"). If a Grand Prize winner does not have an auto loan at the time of Entry (subject to Winner Verification requirements in section 7), he/she will receive a check in the amount of \$40,000. Four (4) Grand Prizes will be available in the Sweepstakes – one (1) per Monthly Drawing. The ARV of each Grand Prize is up to \$40,000. The total ARV of all Grand Prizes is up to \$160,000.

B. First Prizes (50 per Monthly Drawing, 200 total): Each First Prize winner with a Capital One Auto Finance loan will have his/her next monthly auto loan payment paid by the Sponsor (maximum \$600 total value) ("First Prize"). If a First Prize winner has an auto loan with a lender other than Capital One Auto Finance, he/she will receive a check in the amount of his/her regular monthly payment (maximum \$600 total value). If a First Prize winner does not have an auto loan (subject to Winner Verification requirements in section 7), he/she will receive a check in the amount of \$600. Two hundred (200) First Prizes will be available in the Sweepstakes – fifty (50) per Monthly Drawing. The ARV of each First Prize is up to \$600. The total ARV of all First Prizes is up to \$120,000.

C. Total ARV: The total ARV of all (Grand Prizes and First Prizes are collectively referred to as "Prizes" or individually as "Prize") in the Sweepstakes is up to

\$280,000.

D. Odds of Winning: The odds of winning a Prize depend on the total number of eligible entries received for a Monthly Drawing during the Sweepstakes Period. Grand Prizes and First Prizes are collectively referred to as “Prizes” or individually as a “Prize”.

E. General: 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 the intended number of Prizes through a random drawing from among all eligible Prize claims received. Limit one (1) Prize per household per Monthly Drawing. Grand Prize winners will be ineligible to win additional prizes for the duration of the Sweepstakes Period. No other 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.

7. WINNER VERIFICATION: Potential winners are subject to verification of eligibility and compliance with these Official Rules. Each potential winner will be sent a notification via e-mail or phone call with further instructions on how to claim a Prize. Each potential winner has forty-eight (48) hours to respond to the Administrator’s e-mail or phone call with the requested information or the Prize may, at the Sponsor’s sole discretion, be forfeited. Each potential winner will be required to (1) sign and execute a Declaration and/or an Affidavit of Eligibility, a Liability Release, Background Check Release, (where imposing such condition is legal) a Publicity Release, and (2), for potential winners who do not have an auto loan with Capital One Auto Finance, provide either (1) proof of an auto loan in his/her name having a monthly payment amount and account balance equal to or less than the monthly payment amount and balance provided on his/her Mail-in Entry or, (2) if the potential winner does not have an auto loan, authorization for Sponsor, at its discretion, to obtain his/her full credit report in order to verify that he/she did not have any active auto loans as of the Monthly Drawing Start Date (collectively, “Prize Claim Documents”). If a winner fails or refuses to sign and return all required Prize Claim Documents within the timeframe provided, where applicable, the winner may be disqualified and an alternate winner may be selected. 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 in a random drawing from among all remaining eligible entries received during the Sweepstakes Period, as determined by Sponsor in its sole discretion. Upon verification of eligibility, all Prize checks will be mailed to the address corresponding with the winner’s Capital One Auto Finance Loan or the address provided on the sweepstakes entry postcard. Capital One Auto Finance winners should allow up to two (2) billing cycles for credit to be applied. All federal, state, and local taxes imposed on the acceptance of a Prize are solely the responsibility of each winner. Administrator will issue an IRS Form 1099-MISC for each winner, when required.

Administrator will attempt to notify each potential winner as set forth above, but Administrator and Sponsor is not responsible for any undelivered e-mails or other attempts at contact, including without limitation e-mails that are not received because of a winner's privacy or spam filter settings which may divert any Sweepstakes e-mail, including any winner notification e-mail, to a spam or junk folder. The right to receive a Prize is non-assignable, 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 a winner's responsibility. Sweepstakes 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.

8. LIMITATION OF LIABILITY: By participating in this 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 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 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 (iv) 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 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 winners. 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 Prizes will be awarded in a random drawing from among all verified Prize claims received.

Without limiting the foregoing, everything regarding this 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.

9. 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.

10. PRIVACY POLICY: Sponsor's Privacy Policy is located at <http://www.capitalone.com/identity-protection/privacy/>.

11. PUBLICITY RIGHTS: By participating in the Sweepstakes 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 name, address (city and state), biographical information, photos, picture, portrait, likeness, voice, and/or statements regarding the Sweepstakes 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.

12. GENERAL: Any attempted form of participation in this 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 this Sweepstakes. Any attempted form of participation in this 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 Facebook, Instagram, or Twitter accounts, 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 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 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.

13. WINNER LIST AND OFFICIAL RULES: For a list of winners, interested individuals should mail a self-addressed stamped business envelope to: Winners List, - Capital One The Big Payoff Sweepstakes, P.O. Box 251328, West Bloomfield, MI 48325. Winner List requests must be received no later than April 29, 2019. For a copy of these Official Rules, interested individuals should mail a self-addressed stamped business envelope to: Rules Request - Capital One The Big Payoff Sweepstakes, P.O. Box 251328, West Bloomfield, MI 48325.

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