

CAPITAL ONE
2021 Capital One Washington Capitals Home Opener Sweepstakes
OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. Void where prohibited by law, and outside the United States. Subject to all federal, state and local laws, regulations, and ordinances. The 2021 Capital One Washington Capitals Home Opener Sweepstakes (the “Sweepstakes”) begins on October 1, 2021 at 10:00 a.m. Eastern Time (“ET”) and ends on October 6, at 10:00 a.m. Eastern Time (“ET”) (the “Sweepstakes Period”). Sponsor’s computer is the official time keeping device for this Sweepstakes.

BY PARTICIPATING IN THIS SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE PARTICIPATING. WITHOUT LIMITATION, THIS CONTRACT PROVIDES FOR INDEMNIFICATION OF THE SPONSOR AND OTHER CONTEST ENTITIES BY YOU, A CLASS ACTION AND JURY TRIAL WAIVER, A REQUIREMENT THAT MOST DISPUTES BE SETTLED BY MANDATORY BINDING ARBITRATION, AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. **SPONSOR:** The Sponsor for this Sweepstakes is Capital One, N.A. (“Capital One” or “Sponsor”), 1680 Capital One Drive, McLean, Virginia 22102-3491.

THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH TWITTER, THE WASHINGTON CAPITALS, OR THE NATIONAL HOCKEY LEAGUE (THE “NHL”), ITS MEMBER TEAMS, NHL ENTERPRISES, L.P., NHL ENTERPRISES CANADA, L.P., NHL ENTERPRISES B.V. AND NHL INTERACTIVE CYBERENTERPRISES, LLC (THE FOREGOING NHL ENTITIES, COLLECTIVELY, THE “NHL ENTITIES”) OR ANY OF THEIR RESPECTIVE PARENTS, GOVERNORS, SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, SHAREHOLDERS AND AGENTS AND EACH OF THEM IS COMPLETELY RELEASED OF ALL LIABILITY BY EACH ENTRANT IN THIS CONTEST. ANY QUESTIONS, COMMENTS OR COMPLAINTS REGARDING THE CONTEST MUST BE DIRECTED TO THE SPONSOR AND NOT TO THE NHL ENTITIES.

2. **ELIGIBILITY:** The Sweepstakes is open only to legal U.S. residents who are 18 years of age or older (19 years of age in Alabama and Nebraska, 21 years of age in Mississippi) at the time of entry and who are registered users of Twitter (each, an “Entrant”). You can sign up for a free Twitter account at <https://twitter.com/i/flow/signup>. Employees, officers, directors and agents of Capital One, N.A. (“Capital One” or “Sponsor”), any other company involved in the presentation, administration or fulfillment of the Sweepstakes, and/or their respective subsidiaries, affiliated companies, and divisions (collectively, the “Sweepstakes Entities”), and each of their immediate family members (defined as any spouse, partner, parent, legal guardian, sibling, child, legal ward, grandparent, or grandchild, regardless of where they reside) and/or those living in the same household are not eligible to enter or win. Sponsor reserves the right to verify the eligibility of winners. Participation constitutes Entrant’s full and unconditional agreement to these Official Rules and to Sponsor’s decisions, which are final and binding in all matters related to the Sweepstakes.

- 3. HOW TO ENTER:** To enter, become a follower of Sponsor's on www.twitter.com (Sponsor's Twitter account is @CapitalOne and retweet the original sweepstakes tweet from Sponsor, and you must include the hashtag #Sweepstakes to be eligible. Upon retweeting, you will automatically be entered with one (1) entry into the Sweepstakes. You must be a member of Twitter and your account must be set to the "public" setting in order to participate. Go to www.twitter.com to get a free Twitter account if you do not already have one.

Please note: By entering in this Sweepstakes, you signify and agree that your entry and any other materials submitted in connection with this Sweepstakes may be posted on Sponsor's website and/or other social media sites or applications associated with the Sweepstakes in a manner that is consistent with these Official Rules. Upon submission of entry in this Sweepstakes, you agree that Sponsor may contact you via Twitter, by sending you a direct message, tagging you, posting to your social media page or naming you on Sponsor's social media page. Additionally, If you choose to participate via mobile phone, message and data rates may apply based on your wireless carrier's rate plan. Internet access may not be available from your wireless carrier, or in your area. Message and data rates may apply even if your use of a mobile phone does not result in Sweepstakes entry.

- A. Entries, comments and content submitted or uploaded to any social media sites or other public sites in connection with this Sweepstakes (collectively, "Content Submissions") may not contain, depict or show any content that: (i) is sexually explicit or suggestive, offensive, lewd, profane, obscene, or contains nudity or racist innuendo; (ii) promotes any activities that may appear unsafe or dangerous, or any political agenda or message; (iii) defames, misrepresents or contains disparaging remarks about Sponsor or other companies; (iv) contains trademarks, logos or trade dress (such as distinctive packaging or building exteriors/interiors) or copyrighted materials (including photographs, sculptures, paintings, and other works of art or images published via websites, television, movies or other media) owned by others, without permission; (v) contains any personal identification, such as license plate numbers, last names (first names are permitted), email addresses or street addresses for any person other than Entrant, or otherwise infringes on the privacy of any person other than an Entrant; (vi) communicates messages or images inconsistent with the positive image and good will of Sponsor's brand; and/or (vii) violates any law. Any Content Submissions that contain, depict or show such content; that exceed any required file size or length limits imposed by the Sweepstakes Entities or any of the third-party social media sites listed herein; and/or that violate these Content Submission requirements, the terms of these Official Rules, and or the terms and conditions of any such third-party social media site, will be disqualified. Content may not include music. The Sweepstakes Entities reserve the right in their sole and unfettered discretion to disqualify any Content Submission that they believe is inappropriate or not suitable for publication, that does not comply with these Official Rules, or that is not consistent with the spirit or theme of the Sweepstakes.

LIMIT ONE (1) ENTRY PER PERSON. ADDITIONAL ENTRIES MAY BE DISQUALIFIED. Automated and/or third-party entries are prohibited and will be disqualified. Multiple Entrants are not permitted to share the same email address or Facebook/Twitter/Instagram account. Any attempt by any Entrant to obtain more than the permitted number of entries by using multiple and/or different identities, forms, registrations, addresses or any other method will void all of that Entrant's entries and that Entrant may be disqualified at Sponsor's discretion.

Multiple Entrants are not permitted to share the same email address. Normal Internet, phone and usage charges imposed by your online or phone service may apply. Incomplete, illegible, corrupted or untimely entries are void and will be disqualified. Sponsor and its agencies are not responsible for lost, late, incomplete, damaged, stolen, misdirected or illegible entries; lost, interrupted or unavailable network, server or other connections; or miscommunications, computer or software malfunctions, telephone transmission problems, technical failures, garbled transmissions, damage to a user's computer equipment (software or hardware), or other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. In the event of a dispute as to the identity of an Entrant, the authorized account holder of the email address used to enter will be deemed to be the Entrant or participant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider, Internet service provider or other organization (which may include an employer) responsible for assigning email addresses for the domain associated with the submitted address. Potential winner may be required to show proof of being the authorized account holder. Entries specifying an invalid, non-working or inactive email address will be disqualified and ineligible to win.

4. SELECTION OF WINNERS: On or about 10/7/21, Sponsor will select the name of the potential winner of prizes in a random drawing from among all entries received. The odds of winning are based on the number of eligible entries received. The potential winner will be notified by direct message on Twitter. on or about [10/7/21.

Except where legally prohibited, the potential prize winner must sign (or have his or her parent/legal guardian sign if potential winner is a minor in his or her respective jurisdiction of residence) and return, within seven 2 hours of being notified, an Affidavit/Declaration of Eligibility, Liability & Publicity Release ("Affidavit") in order to claim his/her prize. If a potential winner cannot be contacted in person via email, telephone, and/or registered mail after the first attempt to contact him/her, or if he/she fails to sign and return the Affidavit/Declaration of Eligibility, Liability & Publicity Release or any other documentation that Sponsor may require within the required time period (if applicable), if potential winner and any companion are unavailable to travel within any time period specified by Sponsor, or in the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner selected by a random drawing from among all remaining eligible entries. If Sponsor is unable to determine and verify a potential winner after repeated alternate drawings or if Sponsor fails to receive a sufficient number of entries to correspond to the number of prize(s) available to be awarded, Sponsor reserves the right to not award all of the prize(s).

Verification of Potential Winners: ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

5. PRIZE: There will be one prize awarded, consisting of 15 tickets. Approximate Retail Value ("ARV") of each ticket is \$200. Total ARV of all tickets to be awarded is \$3,000.

PRIZE RESTRICTIONS: Any and all applicable federal, state and local taxes and all fees and expenses related to acceptance and use of prize not specifically stated herein, including, but not limited to, change of air travel fees, ground transportation, automobile insurance, meals, incidentals, passenger tariffs or duties, surcharges, service charges or facility charges, personal charges at lodging, security fees and/or other expenses, are the responsibility solely of winner and their 14 guests respectively. Prize cannot be substituted, assigned, transferred or redeemed for cash; however, Sponsor reserves the right to make equivalent prize substitutions at its discretion. Sponsor will not replace any lost or stolen prizes. Prize cannot be used in conjunction with any other promotion or offer. Only the number of prizes stated in these Official Rules is available to be won in the Sweepstakes. If, by reason of a print or other error, more prizes are claimed than the number set forth in these Official Rules, prize winner(s) will be selected in accordance with the winner selection method described above from among all eligible claimants making purportedly valid claims to award the advertised number of prizes available. Sponsor is not responsible for any delay or cancellation of the prize delivery due to unforeseen circumstances, or those outside of Sponsor's control. If the fulfilling merchant cancels the order for reasons out of Sponsor's control, the prize will not be delivered and no additional compensation will be provided.

6. GENERAL CONDITIONS: Participation constitutes Entrant's full and unconditional agreement to these Official Rules and to Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. In the event there is a discrepancy or inconsistency between disclosures or other statements (in any and all media) contained in any Sweepstakes materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control. Proof of sending or submission of entry will not be deemed proof of receipt by Sponsor. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

WARNING: ANY ATTEMPT BY A ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right to disqualify any individual it finds to be attempting to tamper with or to undermine the entry process, any website associated with the Sweepstakes, and/or the legitimate operation of the Sweepstakes; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten or harass any other person. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Sponsor and its agents are not responsible for (1) any incorrect or inaccurate information, whether caused by Entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to, malfunctions, interruptions or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error that may occur in the administration of the Contest or the processing of entries; or (5) any injury or damage to persons or property that may be caused, directly or indirectly, in whole or in part, by Entrant's participation in the Contest or receipt or use or misuse of any prize. Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor. If, for any reason, the Sweepstakes cannot be run as planned, Sponsor may disqualify any suspect entries and (a) suspend the Sweepstakes and modify the Sweepstakes to address the impairment, then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; and/or (b)

terminate the Sweepstakes and award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment.

7. LIMITATION OF LIABILITY AND RELEASES: BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANT AGREES THAT SWEEPSTAKES ENTITIES, TWITTER, AND THEIR RESPECTIVE PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, LEGAL COUNSEL, ADVERTISING, PUBLIC RELATIONS, PROMOTIONAL, FULFILLMENT AND MARKETING, WEBSITE PROVIDERS, WEB MASTERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS (THE "RELEASED PARTIES") WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE OR USE OF THE PRIZE, ENTRY OR PARTICIPATION IN THIS SWEEPSTAKES OR IN ANY SWEEPSTAKES-RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THIS SWEEPSTAKES CANNOT BE ADMINISTERED OR CONDUCTED OR ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS OR INTERRUPTIONS RESULTING OR ARISING FROM ACTS OF GOD, WAR OR TERRORISM, CIVIL UNREST, STRIKES, SUPPLY SHORTAGES, NATURAL DISASTERS, WEATHER, PANDEMICS, EPIDEMICS, COMPLIANCE WITH ANY LAW OR ORDER OF A GOVERNMENTAL AUTHORITY, OR ANY OTHER SIMILAR ACT, EVENT OR OCCURRENCE BEYOND THE REASONABLE CONTROL OF THE SPONSOR. BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE.

8. PUBLICITY: EXCEPT WHERE PROHIBITED BY LAW, PARTICIPATION IN THE SWEEPSTAKES CONSTITUTES ENTRANT'S GRANT TO SPONSOR (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSOR) AND THE RELEASED PARTIES THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST AND USE, WORLDWIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING, BUT NOT LIMITED TO, THE WORLD WIDE WEB, AT ANY TIME OR TIMES, THE ENTRANT'S ENTRY, NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, OPINIONS AND BIOGRAPHICAL INFORMATION (INCLUDING, BUT NOT LIMITED TO, HOMETOWN AND STATE) FOR ADVERTISING, TRADE AND PROMOTIONAL PURPOSES (INCLUDING THE ANNOUNCEMENT OF HIS OR HER NAME ON TELEVISION OR RADIO BROADCAST) WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION OR NOTIFICATION.

9. DISPUTES: Except where prohibited, Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with these Sweepstakes, including, but not limited to, the prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of JAMS and held at the JAMS regional office nearest the Entrant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will any Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than Entrant's actual out-of-pocket expenses (i.e., costs associated with participating in this Sweepstakes), and Entrant further waives all rights to have damages multiplied or 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, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Virginia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Commonwealth of Virginia.

10. SEVERABILITY: If any term of provision of these Official Rules is found under the law to be invalid or unenforceable, then such specific term or provision shall be of no force and effect and shall be severed, and the remainder of these Official Rules shall continue in full force and effect.

11. PRIVACY: Information collected from Entrants is subject to the Sponsor's Privacy Policy, which can be found at <https://www.capitalone.com/privacy.com>.

12. OFFICIAL RULES AND WINNERS LIST: For a copy of the Official Rules, visit <http://www.capital.one/washcaps2021> or send a self-addressed, stamped envelope for receipt by [date] to: Capital One, N.A., 1680 Capital One Drive, McLean, Virginia 22102-3491. For a list of winners available after [10/30/21], send a self-addressed, stamped envelope for receipt by [3/31/22] to: Capital One, N.A., 1680 Capital One Drive, McLean, Virginia 22102-3491. Vermont residents may exclude return postage on requests for Official Rules.

Copyright ©2021 Capital One, N.A. All rights reserved.