

CAPITAL ONE HACKATHON – Capital One CHALLENGE Terms & Conditions

These Capital One Challenge Terms & Conditions (“**Terms and Conditions**”) constitute a legally binding contract between you and/or your company/team (“**You**” or “**Your**”) and Capital One (“**Capital One**”) and apply to Your access to the Capital One Hackathon Website at capitalone.hackathon.com (the “**Capital One Hackathon Website**”), including use of any Capital One APIs or other materials, documentation, data, content or code accessed through the Capital One Hackathon Website or otherwise provided by or on behalf of Capital One in connection with the Hackathon or the Capital One Hackathon Website (collectively “**Capital One Materials**”), and/or Your participation in the challenge presented by Capital One (“**Capital One Challenge**”) as part of the Hackathon to be held at National Union Building, on November 4 & 5, 2017 (“**Hackathon**”).

By accessing the Capital One Hackathon Website or using any Capital One Materials and/or submitting a solution for consideration in the Capital One Challenge, You acknowledge and agree (a) to abide by these Terms and Conditions, and any other guidelines or instructions provided to You by Capital One and/or its representatives in connection with the Capital One Challenge; (b) to comply with all applicable laws; and (c) to be bound by the decisions of Capital One and its representatives in connection with the Capital One Challenge, which decisions are final and binding.

To the extent that there is any discrepancy or inconsistency between these Terms and Conditions and any disclosures or other statements contained in any Capital One Materials, these Terms and Conditions shall govern.

The Capital One Challenge

The Capital One Challenge is to develop a solution that will help improve a family’s management of its day-to-day finances using one credit card account with added family members by combining Capital One APIs, accessible through the Capital One Hackathon Website, with other technology and other open APIs.

Eligibility

You may only participate in the Capital One Challenge if You have signed a Participation Agreement and meet the registration and eligibility requirements therein and You are at least 18 years old (or at least the age of majority in Your jurisdiction of residence, whichever is older). Employees, contractors, consultants, and temporary staff of Capital One and Visa Inc. and its affiliates will not be eligible to submit a solution to the Capital One Challenge. If you are participating in a team, all participants must be eligible and teams may be no larger than six (6) people.

Registration, Submission & Demonstrations

Registration and submission requirements and terms regarding demonstration of Your Solution (as defined below) are as set forth in the Participation Agreement. It is solely Your responsibility to ensure that You have properly registered and submitted Your Solution. Capital One is not responsible for any lost, delayed, misdirected, incomprehensible, incomplete, damaged, garbled or undeliverable registrations or solutions, or any delay or failure to transmit, process, receive or consider registrations or solutions.

Solution Guidelines

Solutions developed and submitted in connection with the Capital One Challenge should not:

- Contain, depict, or refer (explicitly or otherwise) to any inappropriate, objectionable, or unsuitable language, activity or other content.
- Contain, depict or refer to any content that disparages or refers negatively to Capital One, the Capital One Challenge, or any other person or entity.
- Contain any content that violates any law or any third party’s Intellectual Property Rights (as defined below), privacy, personality or other rights.

- Collect any device or user tracking information like GPS location, device ID, etc. without explicit user approval, or store any non-public personal information on the device.

Judging Criteria

Capital One will award prizes (“**Capital One Prize**”) to Capital One Challenge teams that, in Capital One’s sole determination, best meet the following criteria:

- 30 POINTS: Innovation
 - Is this solution different and unique from what is already on the market?
- 30 POINTS: Market Potential
 - Will this solution have viable reach, and market potential for Capital One account holders?
- 20 POINTS: Technical Execution
 - How effectively are the available APIs used? Is your solution viable and easy to navigate?
- 20 POINTS: Challenge Fit
 - Does this solution effectively respond to the Capital One Challenge?

Decisions of Capital One, its representatives, or individuals selected by Capital One with respect to all aspects of the Capital One Challenge will be final and binding.

Capital One Prizes Description

The Capital One Prizes will consist of the following for the winning teams:

- First Place Prize: \$25,000
- Second Place Prize: \$15,000
- Third Place Prize: \$10,000

Capital One Prize Terms

If Your team is selected for any Capital One Prize, You must have complied with, and remain in compliance with, these Terms and Conditions, and You may be required to sign and provide to Capital One appropriate verification of eligibility as well as liability/publicity releases, assignments, or other forms as necessary in Capital One’s sole discretion. BEMYAPP will allocate the total value of a winning team’s prize(s) equally among the team members for income tax purposes. If any Capital One Prize is unclaimed by the winning team within a reasonable time after notification from Capital One, or BEMYAPP, or if any member of the winning team has not complied with these Terms and Conditions (as determined by Capital One in its sole discretion), that Capital One Prize will be forfeited, and an alternate winner may be selected from the remaining eligible Capital One Challenge participants at Capital One’s sole discretion. Further, if Your team is selected as a winner and You do not comply in a timely manner with Capital One’s requirements with respect to the Capital One Prize, Your rights to that Capital One Prize shall be forfeited. You are responsible for any taxes payable in connection with a Capital One Prize. Capital One is not responsible for any disputes among team members concerning a Capital One Prize. Any Capital One Prize (or any element of the Capital One Prize) may not be transferred or substituted by its recipient(s).

Capital One Materials

Your use of any Capital One Materials made available to You by or on behalf of Capital One in connection with the Capital One Challenge will be governed by these Terms and Conditions.

Subject to and conditioned upon Your compliance with these Terms and Conditions, Capital One hereby grants to You a personal, limited, revocable, non-exclusive, non-transferable, non-sublicensable, royalty-free license in the United States solely during the Hackathon and solely in connection with and for the purposes of the Capital One Challenge to develop and demonstrate the Capital One Challenge solution (“**Your Solution**”) that incorporates or uses the Capital One Materials in connection with the foregoing activities.

You understand and agree that Capital One may restrict the number of calls Your Solution makes through the Capital One APIs, based on various factors including, but not limited to, concerns regarding stability or security of the Capital One APIs or other Capital One systems. You agree that Capital One may throttle, suspend or permanently terminate

responses to Your Solution's Capital One APIs calls, at Capital One's sole discretion. Capital One may change the method of access to the Capital One APIs at any time.

You represent and warrant and agree that: (a) You will use the Capital One Materials only for purposes permitted by and in accordance with these Terms and Conditions and applicable law and regulation and not for any commercial use, and any future commercial use of the Capital One Materials shall be subject to separate terms and conditions; and (b) You are solely responsible for (and neither Capital One nor its affiliates have any responsibility to You or to any third party for): (1) any data, content, or resources that You obtain, transmit or display through Your Solution or the Capital One Materials; and (2) any breach of Your obligations under these Terms and Conditions, any applicable third party license, or any applicable law or regulation, and for the consequences of such breach. You further represent that Your Solution does not infringe on the Intellectual Property Rights of Capital One or any third party. Any use of the Capital One Materials shall include attribution to Capital One as the source thereof and additionally shall contain all copyright and other proprietary notice or legends found on the original.

Intellectual Property Rights

"Intellectual Property Rights" means ideas, inventions, discoveries, improvements, modifications, enhancements, trade secrets, designs, business models, software, derivatives, know-how, processes, methodologies, technical information, data, test results, information, concepts, and works of authorship, whether patentable or not and whether reduced to practice or not, and all related intellectual property, including, but not limited to, patents and patent applications (including but not limited to all reissues, continuations, continuations-in-part, revisions, extensions, divisionals, designs and reexaminations thereof), copyrights, mask works, trademarks, trade secrets, and other forms of intellectual property protection related thereto, including all applications, certifications and registrations therefor. You agree that Capital One and its affiliates exclusively own and shall retain all worldwide right, title and interest in and to the Capital One Materials, and Capital One's trademarks, service marks, logos, trade dress, trade names or service names ("**Capital One Marks**") (collectively, "**Capital One IP**"), including without limitation all Intellectual Property Rights therein. No title to or ownership of any Capital One IP, is granted (express or implied) or otherwise transferred to You or any other entity or person under this Agreement. Any rights not expressly granted herein are withheld. You agree to cooperate with Capital One to maintain Capital One's ownership of the Capital One IP, and You agree to promptly provide notice of any claims relating to the foregoing.

You will retain ownership of Your Solution except to the extent of any Capital One technologies or Intellectual Property Rights embodied or incorporated therein in accordance with these Terms and Conditions and subject to Capital One's ownership of any Capital One IP. You represent and warrant that You are (or Your team is) the sole creator of Your Solution and that You have obtained permission from all persons or Intellectual Property Right owners whose technology, materials, likeness, or work is contained therein for submission of Your Solution as described in these Terms and Conditions.

Nothing in these Terms and Conditions grants You any rights to use any Capital One Marks.

You waive any and all claims that You may have against Capital One or anyone organizing or judging the Capital One Challenge. You also acknowledge that Capital One has access to many ideas, concepts, and technologies, many of which may be similar or identical to Your Solution, and You will not have any claim against Capital One or be entitled to any compensation as a result of Capital One's use of similar or identical material. You agree that Capital One is not responsible for any unauthorized use of Your Solution (in whole or in part) by third parties.

Filming; Publicity and Promotional Activity

You acknowledge and understand by attending the Hackathon or any Hackathon-related event in person as a participant, You may be photographed, videotaped and otherwise recorded by Capital One or its designees (collectively, "**Footage**") and may be required to sign an affidavit and/or release for such Footage. You agree that all Footage, including all copyright and other rights therein and thereto, will be owned by Capital One. You authorize Capital One and its affiliates and designees to use, copy, edit, publish, and exploit such Footage and all elements embodied therein (including Your name, likeness, submission materials, and recordings of Your activity), in whole or in part, in any and all media now known or hereafter devised throughout the world, in perpetuity, for advertising, promotional, trade and other purposes, without further notification, permission, or compensation. Capital One has no obligation to make use of any Footage.

You also consent to Capital One's and its affiliates' and designees' use of Your name and/or Your company's/team's name, as well as Your voice, likeness, biographical information, and mention of the nature of Your participation in the Capital One Challenge, for advertising, promotional, trade, public announcements, and other oral communications at conferences, media events, or other marketing opportunities on Capital One's website or through other electronic communications such as emails to Capital One customers, newsletters, or in materials that Capital One otherwise makes publicly available, and through any other channel to promote the use of Capital One Materials and Your Solutions, and other purposes, all without further notification, permission, or compensation. You acknowledge and agree that Capital One is under no obligation to publicize Your usage of the Capital One Materials. You grant to Capital One a revocable, non-exclusive, non-transferable license to Your trademarks, service marks, logos, trade dress, trade names and service names, to publicize Your usage of the Capital One Materials and Your Solution.

Disclaimers and Indemnification

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES WILL CAPITAL ONE OR ANY OF ITS PARENTS, SUBSIDIARIES, AFFILIATES OR VENDORS OR ANY OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS OF CAPITAL ONE, OR ITS PARENTS, SUBSIDIARIES, AFFILIATES, OR VENDORS (COLLECTIVELY "**CAPITAL ONE PARTIES**") HAVE ANY LIABILITY FOR ANY LOSS OR DAMAGE RESULTING DIRECTLY OR INDIRECTLY FROM, WITHOUT LIMITATION: (A) YOUR PARTICIPATION IN THE CAPITAL ONE CHALLENGE; (B) YOUR USE OF ANY Capital One MATERIALS; (C) YOUR RECEIPT, USE OR REDEMPTION OF THE Capital One PRIZE; (D) YOUR INABILITY TO RECEIVE, USE OR REDEEM THE CAPITAL ONE PRIZE; OR (F) LOST REVENUE, LOST PROFITS, ANTICIPATED PROFITS, LOST BUSINESS OR INJURY TO BUSINESS REPUTATION, OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES, UNDER ANY THEORY OF LIABILITY OR CAUSE OF ACTION, WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE, REGARDLESS OF WHETHER ANY CAPITAL ONE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE Capital One MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH NO WARRANTY. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE CAPITAL ONE PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER STATUTORY, EXPRESS, OR IMPLIED WITH RESPECT TO THE HACKATHON, CAPITAL ONE CHALLENGE, CAPITAL ONE PRIZE, AND CAPITAL ONE MATERIALS.

IN NO EVENT WILL THE CAPITAL ONE PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN CONNECTION WITH THE HACKATHON, CAPITAL ONE CHALLENGE, CAPITAL ONE PRIZE, CAPITAL ONE MATERIALS, THESE TERMS AND CONDITIONS.

YOU HEREBY RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE CAPITAL ONE PARTIES FROM ANY AND ALL DAMAGES, INJURIES, CLAIMS, CAUSES OF ACTION, LIABILITIES, COSTS AND EXPENSES (INCLUDING LEGAL FEES AND EXPENSES), OR LOSSES OF ANY KIND, KNOWN OR UNKNOWN, ABSOLUTE OR CONTINGENT, NOW OR IN THE FUTURE (INCLUDING BUT NOT LIMITED TO PERSONAL INJURY OR DEATH) ARISING FROM OR RELATED TO: (A) YOUR FAILURE TO COMPLY WITH ANY OF THESE TERMS AND CONDITIONS, OR THE PARTICIPATION AGREEMENT; (B) ANY MISREPRESENTATION YOU MAKE UNDER THESE TERMS AND CONDITIONS, OR OTHERWISE TO CAPITAL ONE; (C) YOUR PARTICIPATION IN THE CAPITAL ONE CHALLENGE OR THE HACKATHON; (D) YOUR RECEIPT, USE OR REDEMPTION OF THE CAPITAL ONE PRIZE, OR YOUR INABILITY TO RECEIVE, USE OR REDEEM THE Capital One PRIZE; (E) YOUR USE OF THE PRODUCTS, SERVICES, DOCUMENTATION, DATA OR MATERIALS PROVIDED UNDER THESE TERMS AND CONDITIONS, OR YOUR SOLUTIONS OR THE USE OR DISTRIBUTION THEREOF; (F) ANY INFRINGEMENT OR ALLEGED INFRINGEMENT OF A PATENT, COPYRIGHT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHTS OR PROPRIETARY RIGHT RELATING TO THESE TERMS AND CONDITIONS OR THE TOU; OR (G) ANY BREACH OR ALLEGED BREACH BY YOU OF ANY REPRESENTATION, WARRANTY, OR OBLIGATION CONTAINED IN THESE TERMS AND CONDITIONS.

Limitation of Liability

IN NO EVENT WILL THE CAPITAL ONE PARTIES' LIABILITY TO YOU OR ANY THIRD PARTY IN CONNECTION WITH THE HACKATHON, CAPITAL ONE CHALLENGE, CAPITAL ONE PRIZE, CAPITAL ONE MATERIALS, THESE TERMS AND CONDITIONS, UNDER ANY THEORY, EXCEED ONE HUNDRED DOLLARS (\$100).

General Conditions

Elements and details of the Capital One Challenge, including any prizes to be awarded and the Capital One Challenge itself, are subject to modification, suspension, and/or cancellation without notice at Capital One's discretion. Any activity inconsistent with these Terms and Conditions, or the positive images that Capital One seeks to promote, or any attempt to improperly influence the outcome of the Capital One Challenge, will constitute grounds for disqualification from the Capital One Challenge, in Capital One's sole discretion.

Except where expressly prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of participants and Capital One in connection with the Capital One Challenge, shall be governed by, and construed in accordance with applicable U.S. federal law and the laws of the Commonwealth of Virginia, without regard to any jurisdiction's conflict of law principles.

All disputes, claims and causes of action arising out of or connected with the Capital One Challenge, Your or Your team's participation in the Capital One Challenge, the Capital One Prize, or these Terms and Conditions will be resolved individually, without resort to any form of class action. The exclusive jurisdiction and venue for resolution of such disputes shall be the U.S. federal and Virginia state courts and You hereby waive and agree not to pursue any actions in any other jurisdiction or venue. You also agree to waive any right to claim ambiguity in these Terms and Conditions, except to the extent expressly prohibited by applicable law.

Failure by Capital One to enforce any term of these Terms and Conditions will not constitute a waiver of that provision or any other provision.

You acknowledge that nothing in these Terms and Conditions will constitute an employment, joint venture, or partnership relationship between You and Capital One. In no way are You to be construed as the agent or to be acting as the agent of Capital One in any respect, and vice versa.

