**RULES AND REGULATIONS**

U of W Data Mining Cup

Winter 2013

Challenge your analytical skills in the U of W Data Mining Cup (Contest) and experience the thrill of running a credit business! Official Contest kick off is at 6:00:00 p.m. on March 22, 2013 at the Bomber (200 University Avenue West, Waterloo, ON.)

**1. ELIGIBILITY**

The Contest is open to all students who have reached the age of eighteen (18), who are residents of Canada (excluding Quebec) and who are currently enrolled at the University of Waterloo (U of W). *Enrolled* means the student has a valid U of W email address and is registered for at least one class (or is participating in a Co-op program) at U of W during the 2013 Winter term. The Contest excludes current employees, representatives, agents, directors and officers of Capital One Bank (Canada Branch) (Capital One), its affiliates and their respective advertising and promotional agencies, as well as persons living in the same household as any of the foregoing. All Contest entrants must be a member of a team (Team) consisting of between one and four members (Team Members), each of whom is a student currently enrolled at U of W. Each Contest entrant may only be a member of one Team.

**2. HOW TO REGISTER AND WIN**

No purchase necessary. To register, email waterloo@capitalone.com. We will send you a registration form that you must complete and return via email to waterloo@capitalone.com. A complete registration form consists of your Team name, and the names and valid email addresses of each Team Member. You have until 7:59:59 p.m. March 22, 2013 to register.

The case, dataset and data dictionary will only be available for download online as compressed ZIP archives and will be password protected via **AES-256** encryption (Contest Files). Teams will receive the password upon successful registration and may begin accessing the Contest Files starting at 6:00:00 p.m. on March 22, 2013 (Contest Open). Access to the Contest Files closes at 1:59:59 p.m. March 23, 2013.

The completed dataset, code, and slideshow (together, the Submission) are due March 25, 2013 at 11:59:59 p.m. ET (Contest Close). Submissions will be judged based on the criteria outlined in the case. The top five (5) Teams chosen to advance to the finals will be notified by email by 5:00:00 p.m. March 26, 2013. At least one Team Member must acknowledge receipt of our contact via reply email by 8:00:00 a.m. on March 27, 2013. In the event that we don’t receive confirmation from a Team chosen to advance by reply email by 8:00:00 a.m. on March 27, 2013, we reserve the right to disqualify that Team, in our sole and absolute discretion, and select an alternate Team.

Final presentations will take place at U of W on March 28, 2013. Presentations will be judged based on the criteria outlined in the case, and the winning Team will be announced after all Teams have presented their strategies.

The judges for Round One are associates from Capital One. The judges for the Finals are leaders from Capital One.

Your chances of winning depend on the number and quality of Submissions received. ­

**3. PRIZES**

The first-place Team Members will each receive a $25 dollar gift card and the chance to schmooze over dinner with Capital One management. Plus the Team will have its name inscribed on the U of W Data Mining Cup. Total prize value is approximately $75 per person.

Second- and third-place Team members will each receive a $25 gift card and an invitation to dinner. Total prize value $75 per person.

Fourth- and fifth-place Team members will each receive a $25 gift card.

Prizes must be accepted as awarded. The prizes are final and non-transferable except at the sole discretion of Capital One.Capital One reserves the right to substitute a prize or a prize component with one of equal or greater value. All prize values are in Canadian dollars.

**4. DECLARATION AND RELEASE OF PRIZE WINNERS**

Before we can confirm any one Team the winner and award the applicable prize, the selected Team must:

1. sign a liability and publicity release form, in a form acceptable to Capital One;
2. certify compliance with the Contest Rules; and
3. provide proof of enrolment at the U of W.

If any or all of a selected Team’s members fail to do any of the above or if the prize is declined, the prize will be forfeited.

**5. CERTIFICATION AND ACKNOWLEDGEMENT**

By entering the Contest, all Team Members certify that:

1. They have read and agree to be bound by these Contest Rules;
2. Submission is the original work of the Team Members and the Team Members are permitted to disclose the ideas included in the Submission and have all necessary rights and consents;
3. The Submission does not and will not violate any law, statute or regulation;
4. The Submission will not give rise to any claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party, or give rise to any claims for payment whatsoever;
5. The Submission is not defamatory, trade libelous, or obscene, and does not contain, depict, include, discuss or involve, any of the following: obscenities, nudity, explicit, graphic or excessive sexual activity, crude, vulgar or offensive language and/or symbols, derogatory characterizations of any ethnic, racial, political, sexual or religious groups, content that endorses, condones or discusses any illegal, inappropriate or risky activity, behaviour or conduct, personal information of individuals, including without limitation, names and addresses (physical or e-mail), conduct or other activities in violation of the Contest Rules, commercial messages, comparisons or solicitations for products or services, any reference to any competitor of Capital One, any identifiable third party products and/or trademarks or brands or links to any websites, and other content that is or could be considered inappropriate, unsuitable or offensive, all as determined by Capital One and/or the Judges in their sole discretion;
6. Submissions will not be acknowledged or returned to Team Members;
7. The Submission is being submitted to the Contest on a non-confidential basis and that any materials provided as part of the Submission may be edited and posted to a website;
8. They acknowledge and agree that Capital One may in its sole discretion disqualify any Team Member or Team that it finds to be in violation of these Contest Rules or has tampered with the entry process. Capital One reserves the right to refuse a Submission from any person whose eligibility is in question or who has been disqualified.

**6. OWNERSHIP AND USE OF SUBMISSIONS AND MATERIALS**

All Submissions become the sole and exclusive property of Capital One and will not be acknowledged or returned. Team Members acknowledge that by entering the Contest, they grant and assign to Capital One, in perpetuity, a world-wide, non-exclusive, transferable, and royalty-free license to all copyright, trademarks and other intellectual property rights in and to their Submissions, and Team Members agree to waive their moral rights in and to their Submission in favour of Capital One. Without limiting the foregoing, Capital One will have the perpetual right to use, reproduce, modify, publish, edit, translate, distribute, perform, display, sublicense, record, make derivative works from and otherwise exploit the Submissions, in whole or in part, on the internet, or in any other media (now known or later developed) for any purpose whatsoever without geographical limitation or further compensation or notice.

Team Members acknowledge and agree that any ideas or information included in a Submission may not be new to Capital One or its affiliates and the disclosure of such idea or information would not affect or impair Capital One’s proprietary rights to its own innovations or to materials acquired elsewhere.

**7. RELEASE OF LIABILITY**

By entering the Contest, each Team Member agrees to release Capital One, its affiliates and all of their directors, officers, employees, agents, as well as their respective and promotional agencies (collectively, the “Releasees”) for any liability relating to late, lost, stolen, destroyed, misdirected, illegible, inaudible or otherwise indecipherable Submissions, for any failure or technical malfunction of any website, telephone networks, on-line computer systems or equipment, servers, platforms, access providers, or software, poor reception or technical problems, or for any failure of any email or Submission to be received by the Releasees on account of technical problems, human error or traffic congestion on the Internet or any website, or any combination thereof. The Releasees assume no liability for any injury or damage to a Team Member’s or any other person’s computer or other property related to or resulting from participation in this Contest or from accessing or downloading any material relating to the Contest. The Releasees assume no liability for any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related cause of action.

**8. SUBSTITUTION OR CHANGE TO CONTEST**

Capital One, in its sole discretion, reserves the right, without prior notice or obligation, to change the Contest Rules, or withdraw, modify, extend, or suspend the Contest in the event of administrative error, omissions, technical problems including, but not limited to, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the reasonable control of Capital One that adversely affect the Contest’s administration, security, fairness, integrity or proper conduct as itemized in these Rules.

**9. CONSENT TO USE OF PERSONALITY**

By entering the Contest, each Team Member consents to the use of his or her name, city of residence, university, photograph, voice, likeness, image or any other aspect of his or her personality, for any publicity or programming purposes, commercial or otherwise, in all media used by Capital One, its affiliates, promoters and their advertising, and promotional agencies, without territorial or time limitations and without payment or compensation.

**10. CONSENT TO COLLECTION AND USE OF PERSONAL INFORMATION**

By entering the Contest, and voluntarily providing personal information including, but not limited to name, email address and Team name, (the Registrant Information) each Team Member grants permission to Capital One and its affiliates to collect, use and disclose the Registrant Information for the purpose of administering the Contest, selecting the prize winners, distributing prizes, potential recruitment opportunities (if you provided optional information for that purpose), publicity purposes and for any other purposes required or permitted by law. \*\*And your Team’s name will be engraved on the U of W Data Mining Cup.

**11. ADDITIONAL TERMS**

In the event of any discrepancy or inconsistency between the terms and conditions of these Contest Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to: the registration form, website, television, print or online advertising; the terms and conditions of these Contest Rules will govern to the fullest extent permitted by law.

**12. COMPLIANCE WITH CONTEST RULES**

All Team Members agree to abide by the Contest Rules, which are subject to change without notice at the sole discretion of Capital One. Any attempt to deliberately damage or to undermine the legitimate operation of the Contest is a violation of criminal and civil laws, and should such an attempt be made, Capital One reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution. Participation in this Contest constitutes acceptance of and agreement with these Contest Rules.

**13. COMPLIANCE WITH LAWS**

The Contest is void where prohibited or otherwise restricted by law. The Contest is subject to all applicable federal, provincial and municipal laws and regulations.