

2018 Kabbage Entrepreneurs Scholarship Contest

Kabbage, Inc. (“Kabbage”) empowers small businesses through online, straightforward, and flexible access to financing. Since inception, we’ve provided access to more than \$3 billion in working capital to small business owners in the United States through Celtic Bank, Member FDIC, and, the Kabbage platform currently powers automated underwriting of small business loans for financial institutions all over the globe.

At Kabbage, our support doesn’t just stop with small business owners. We feel strongly about giving back to our community in a variety of ways – from monthly service projects through Kabbage Kares and now through our 2018 Kabbage Entrepreneurs Scholarship (“Scholarship”), awarded to the winner of 2018 Kabbage Entrepreneurs Scholarship Contest.

To support the next generation of technology and entrepreneurial talent, Kabbage is excited to announce that we will be awarding one (1) \$1,000 Scholarship to the winner of the 2018 Kabbage Entrepreneurs Scholarship Contest, which is to be used for educational expenses by a student who is currently pursuing a bachelor’s or master’s degree with an interest in entrepreneurship or small business ownership.

2018 Kabbage Entrepreneurs Scholarship Contest Rules

DISCLOSURE: NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. YOU HAVE NOT YET WON. ODDS OF WINNING DEPEND UPON THE TOTAL NUMBER OF ELIGIBLE APPLICATONS. SOME RESTRICTIONS APPLY. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN TO ALL U.S. CITIZENS OR LEGAL RESIDENTS OF THE U.S., PUERTO RICO, GUAM OR WASHINGTON, D.C. MEETING THE ELIGIBILITY CRITERIA SET FORTH IN THESE RULES. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. YOU MUST HAVE ACCESS TO THE INTERNET TO ENTER AND A VALID E-MAIL ADDRESS.

The 2018 Kabbage Entrepreneurs Scholarship Contest (“Contest”) is designed to encourage eligible U.S. students (“Applicant(s) or You”) to pursue their interest in entrepreneurship. The Kabbage selection committee will choose a winner, and one (1) 2018 Kabbage Entrepreneurs Scholarship (“Scholarship”) will be awarded in accordance with these Official Rules (“Official Rules”).

1. **Eligibility Requirements.** To be eligible to enter the Contest, an Applicant must (a) be a U.S. citizen or a legal U.S. resident (i.e., must be able to show proof of legal residence); (b) be enrolled full-time at an accredited 2-year or 4-year public or private (non-profit) college or university located in the United States, Puerto Rico, Guam or Washington, D.C.; (c) have an overall GPA of 3.0 or greater; (d) have an interest in entrepreneurship or small business ownership; and (e) currently run a small business or have an idea for a small business they would like to start while in school. Employees of Kabbage, Inc., including the selection committee, and Kabbage’s officers, directors, and advertising agencies, and their immediate family members are not eligible to participate. Individuals may be required to provide a valid identification number or social security number to claim the Scholarship.
2. **How to Enter.** To enter the Contest, visit the Contest website located at www.kabbage.com/entrepreneurs-scholarship. You will be required to complete a scholarship application (“Application”), including submitting a 750 word or less essay summarizing your

business plan for your existing business or one you wish to start. Please be sure to tell us about the business, how you came up with the idea, and how it helped you now or could help you in the future. Applications must include the following supporting documents: (a) an essay as described above; (b) proof of enrollment from your college or university (i.e., a proof of enrollment letter); and (c) a transcript issued by your college or university with your overall GPA. Incomplete Applications will not be considered. Further, Applications that are distorted, corrupted or unintelligible for any reason are void and will not be considered.

3. **Entry Period.** Applications for the Scholarship must be received between June 1st, 2018 at 12:00pm EST and December 31, 2018 at 11:59pm EST (the "Entry Period"). Sponsor's computer is the official clock for the Contest.
4. **Sponsor.** This Contest is sponsored by Kabbage, a Delaware corporation with principal place of business at 925B Peachtree Street NE, #1688, Atlanta, GA 30309.
5. **Award and Notification of Winners.** One (1) \$1,000 Scholarship will be awarded to the winner in the form a check paid directly to the financial aid office or appropriate payments office of the Scholarship winner's college or university to complete payment of the winner's tuition, fees, books and supplies by the second week of September. The winner of the Scholarship will be notified on or before January 16, 2019 via email at the e-mail address provided in the Application. If the winner cannot be contacted within seven (7) days of Kabbage's first attempt to contact or the winner rejects or otherwise disqualifies for the Scholarship, an alternate winner will be selected from the Applications received during the Entry Period and otherwise meeting all conditions. Prior Scholarship winners are not eligible. A winner may waive his/her right to receive the Scholarship, in which case an alternate winner may be selected, in Kabbage's sole discretion, from the Applications received during the Entry Period and otherwise meeting all conditions. Sponsor may require a winner to furnish proof of identification and other proof of eligibility under these Rules and to execute and return any required documentation, which may include an Affidavit of Eligibility, a Publicity Release, and a tax acknowledgment form. You must provide any requested documents within the time frame specified by Sponsor or you may forfeit the Scholarship, in Sponsor's sole discretion.
6. **Evaluation Criteria.** The winner of the Scholarship will be determined through an evaluation process completed by the Kabbage selection committee. The selection committee will evaluate the Application based on the Applicant's ability to demonstrate his or her entrepreneurial merit in the submission materials, including the viability of the Applicant's business plan. All decisions of the selection committee are final.
7. **General Conditions.** No purchase necessary to enter. Applicants must meet all eligibility requirements listed herein. To be considered for the Contest, Applications must be: (a) complete (as determined by Kabbage); (b) received during the Entry Period; (c) in English; and (d) meet all the requirements of these Official Rules. Machine or computer-generated mass entries will be disqualified. Only one (1) Scholarship will be awarded per Entry Period. The Scholarship is in the amount of \$1,000.00. Kabbage is not responsible if receiving the Scholarship affects a student's eligibility for other forms of financial aid or grants from other organizations. Applicants under the age of majority in the jurisdiction in which they reside must enter with permission from their parent or legal guardian. All federal, state, municipal, and local laws and regulations apply. Void where prohibited by law. Valid in the 50 United States, Puerto Rico, Guam, and the District of

Columbia only. Limit one entry per Applicant. Any attempt by Applicant to submit more than one entry for him or herself will result in such Applicant being disqualified. Submitted entries may not be acknowledged. The first and last name provided by Applicant will be the identity of the Applicant and, if selected for the Scholarship, the identity of the winner. The Scholarship is non-transferable, non-exchangeable, non-refundable and has no cash value, and must be accepted by the winner as awarded. Scholarship may not be upgraded, and no substitutions by a winner will be allowed. Proof of submitting an Application will not be deemed receipt of such Application by Kabbage. Kabbage reserves the right, in its sole discretion, to substitute the Scholarship for one of equal or greater value if the designated Scholarship should be unavailable for any reason. Kabbage reserves the right to run additional Contests in the future to award scholarships, at the discretion of Kabbage. Any Applications do not carry over from contest to contest.

8. **8. Taxes.** Winner is responsible for all applicable federal, state and local taxes incurred by winning the Scholarship.
9. **Odds of Winning/Approximate Retail Value.** The odds of winning the Scholarship in the Contest depend upon the number of eligible Applications received during the Entry Period and the quality of the Applications as determined by the selection committee. The Approximate Retail Value of the Scholarship is \$1,000.00.
10. **Conditions and Disclaimers.** By entering the Contest, each Applicant agrees that: (a) he or she will abide by and be bound by these Official Rules and any applicable federal, state, or local laws and regulations; (b) the Application will not be acknowledged by Kabbage; (c) neither Kabbage nor any of its affiliated companies or the advertising and promotional agencies affiliated with Kabbage or those affiliated companies, or any of their officers, directors, employees, agents or representatives (collectively, Kabbage's "Affiliates") are responsible for claims, injuries, death, losses or damages of any kind resulting from participation or inability to participate in the Contest, or the awarding, acceptance, use, misuse, possession, loss or misdirection of a Scholarship; (d) Kabbage is not responsible for any inability of a winner to accept or to utilize the Scholarship for any reason; and (e) by entering the Contest, all Applicants further agree that Kabbage has the sole right to decide all matters relating to the Contest, including fact, interpretation, eligibility, procedure, criteria and winner selection, fulfillment, and disputes relating to the Contest. Neither Kabbage nor its Affiliates are responsible for (i) any typographical or other errors in the printing of the promotion materials or the offering or announcement of the Scholarship, (ii) any error, omission, interruption, defect or delay in operation or transmission at any website, (iii) failure of any Application to be received by Kabbage due to technical problems, human error or traffic congestion on the Internet or at any website, or (iv) communications line, hardware and/or software failures.

Neither Kabbage nor any of the Affiliates are responsible for the actions of Applicants or other individuals in connection with the Contest, including attempts by Applicants or other individuals to circumvent these Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Contest. If, for any reason, the Contest is not capable of running as planned due to unforeseen circumstances, Kabbage reserves the right in its sole and absolute discretion to modify these Official Rules, and/or to cancel, terminate, modify or

suspend all or any part of the Contest. If the Contest is terminated, Kabbage will post notice of such termination on its website.

Kabbage reserves the right, at any time and in its sole discretion, to disqualify or deem ineligible to participate in this Contest, any individual suspected of tampering with the entry process or the operation of the Contest; acting in violation of these Official Rules or Kabbage's terms of service, privacy policy or other terms, conditions or guidelines; acting in bad faith or in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; or violating these Official Rules. Any attempt by an Applicant or any other individual to deliberately damage or undermine the legitimate operation of the Contest is a violation of these Official Rules, as well as criminal and civil laws. Should Kabbage believe or become aware that such an attempt has been, is being, or will be made, Kabbage reserves the right to seek remedies and damages from any responsible Applicant(s) and other responsible individual(s) in the attempted damage to the fullest extent permitted by law, including without limitation, criminal prosecution. CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE <http://www.kabbage.com/entrepreneurs-scholarship> OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW.

11. **Release and Indemnification.** BY APPLYING FOR THE SCHOLARSHIP, AND ENTERING THE CONTEST, APPLICANTS RELEASE AND HOLD KABBAGE AND ITS AFFILIATES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, RIGHT, CLAIMS, AND ACTIONS OF ANY KIND ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE SCHOLARSHIP, THE CONTEST, OR PARTICIPATION OR INABILITY TO PARTICIPATE IN ANY SCHOLARSHIP-RELATED OR CONTEST-RELATED ACTIVITY, INCLUDING WITHOUT LIMITATION, ACCESS TO ANY MATERIALS, OR RESULTING DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY FUNDS AWARDED IN CONNECTION WITH THE SCHOLARSHIP, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY.
12. **Limitation on Liability.** Except where prohibited, neither Kabbage nor its Affiliates shall be liable to any winner for failure to supply a Scholarship or any part thereof, or for any failures, actions or inactions associated with the Contest by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond Kabbage's sole control. IN NO EVENT WILL SPONSOR OR ITS AFFILIATES BE LIABLE TO ANY APPLICANT OR ANY THIRD PARTY FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH PARTICIPATION OR INABILITY TO PARTICIPATE IN THE CONTEST, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SPONSOR OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. Some jurisdictions do not allow the limitation or

exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

13. **E-mail Account.** If there is a dispute about the identity of an Applicant, only the Application of the authorized e-mail account holder at the time of submission will be accepted. 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 that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Each Applicant may be required to provide Sponsor with proof that the participant is the authorized account holder of the e-mail address associated with the winning Application. All Applications must be submitted from a valid e-mail account.
14. **Privacy.** Information submitted in connection with the Scholarship will be treated in accordance with these Official Rules and the Website Privacy Policy (as may be amended from time to time); provided, that in the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of these Official Rules shall prevail.
15. **Publicity Release.** Except where prohibited by applicable law, by accepting the Scholarship, a winner grants permission for Kabbage and its agents to use his/her name, voice and/or likeness, for advertising, merchandising, promotion and/or publicity purposes in any and all media now known or hereinafter invented without territorial or time limitations and without additional compensation, notification, permission or approval.
16. **Applicable Law.** By participating, each Applicant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with this Contest shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within Fulton County, Georgia; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, and in no event will Applicant be entitled to receive attorneys' fees or other legal costs; and (3) under no circumstances will Applicant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, and consequential damages, and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Applicant and Kabbage in connection with this Contest, shall be governed by, and construed in accordance with the laws of the State of Georgia, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Georgia or any other jurisdiction), that would cause the Application of the laws of any jurisdiction other than the State of Georgia.
17. **Official Rules.** By participating in this Contest, each Applicant fully and unconditionally agrees to and accepts these Official Rules and decisions of Kabbage, which are final and binding and in Kabbage's sole discretion in all matters relating to the Contest. The Contest will be run in accordance with the Official Rules, subject to amendment by Kabbage. Each Applicant must comply with the Official Rules and will be deemed to have received and understood the Official Rules by participating in the Contest. The terms of the Contest, as set out in the Official Rules, are not subject to amendment or counteroffer, except as set out herein. If any provisions of the Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain

in full force and effect. Kabbage's failure to enforce any term of these Official Rules will not constitute a waiver of that provision.

18. **Winner's List.** The winner will be announced at www.kabbage.com/entrepreneursscholarship . You may also obtain the winner's name by writing your name and address on a "3 x 5" card and mailing it in an envelope to Winner's List, 2018 Kabbage Entrepreneurs Scholarship Contest, Kabbage, Inc., Attn: Marketing, 925B Peachtree Street NE, Suite 1688, Atlanta, GA 30308. Winner List requests will only be accepted after the Entry Period end date and requests must be received no later than thirty (30) days after such end date.