

# Credit Application

☐ Co-holder	☐ Employee	☐ Other		
Please Print Clearly				
Existing or New Account Number	er:			
first name	middle initial		last name	
date of birth	social security n	umber	annual income*	
address			Y / N homeowner	
eity	state		zip	
home telephone	business telepho	ne	e-mail address (optional)	
driver's license number  *Alimony, child support or separate obligation.	state e maintenance income need no	t be disclosed if you do not	wish to have it considered as a basis for pa	aying thi
Marcus/Bergdorf Goodman to excha Marcus/Bergdorf Goodman Credit C and opportunities. I have read and ag	of the Neiman Marcus or Bergdinge information about my Accordand program, and so that Neima tree to the terms and conditions	orf Goodman Credit Cards. I a bunt(s) and myself so that I can in Marcus/Bergdorf Goodman of the Important Terms of the	an Marcus/Bergdorf Goodman uthorize Capital One, N.A. and Neiman receive the benefits and services of the Neim can inform me of additional information, offe Neiman Marcus or Bergdorf Goodman Credit e information provided on this application from	rs t Cards
	l One, N.A. Privacy Notic	e, including the receipt	ction, use and disclosure of information and exchange of credit bureau and pand other sources.	
applicant signature		date		
primary cardholder signature (if a	applicable)	date		

store number

#### IMPORTANT INFORMATION:

#### ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

#### What this means for you:

When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Interest Rates and Interest Charges		
Annual Percentage Rate (APR) for Purchases	23.99% This APR will vary with the market based on the Prime Rate.	
How to Avoid Paying Interest on Purchases	Your due date is at least 26 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month.	
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$.50.	
	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>	

Fees	
Annual Fee	NONE
Penalty Fees	
Late Payment	Up to <b>\$35</b>
Over the Credit Limit	NONE
Returned Payment	Up to <b>\$25</b>

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)". See your Cardholder Agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your Cardholder Agreement.

You may pay the entire New Balance at any time.

The above variable APRs were in effect within the last 90 days. If these APRs have changed due to changes in the Prime Rate, you will be provided with a Rate Insert that includes variable APRs that were in effect within the last 30 days.

#### IMPORTANT TERMS OF YOUR NEIMAN MARCUS OR BERGDORF GOODMAN CREDIT CARD

#### INTEREST RATES INFORMATION

Your variable Annual Percentage Rate (APR) is your Spread plus the Prime Rate, which is described in the HOW A VARIABLE RATE MAY CHANGE section. Your Daily Periodic Rate (DPR) is described in the INTEREST CHARGES section.

Rates accurate as of 1/01/2014

	APR	DPR	Spread
Standard APR	23.99%	.06573%	20.74%

#### HOW A VARIABLE RATE MAY CHANGE

Your variable APRs can change with each monthly billing cycle.

We will apply each APR to the applicable balance for each type of transaction. Each variable APR will be equal to:

- a) the amount shown in the chart ("Spread"); plus
- b) the U.S. "Prime Rate" as defined below.

The Prime Rate will be as shown in the Money Rates table of *The Wall Street Journal* that is in effect on the last day of the month.

Any changes in the Prime Rate will take effect on the first day of your billing cycle beginning in the next month.

An increase in the U.S. Prime Rate will increase your Daily Periodic Rates. It may also increase your

- · Interest Due; and/or
- Minimum Payment Due.

#### ABOUT INTEREST CHARGES

#### TREATMENT OF FEES AND INTEREST

Any fees or Interest will be added to your purchase balance unless otherwise stated in this Agreement.

#### MINIMUM INTEREST CHARGE

If you are charged Interest, the charge will be no less than the Minimum Interest Charge listed in the chart.

#### ABOUT ACCOUNT FEES & OTHER CHARGES

#### FEES AND LIMITS

The fees that apply to your Account are shown in the purchase balance unless otherwise stated in this Agreement.

If charging any fee shown in the chart would exceed first-year fee limits set by law, we may charge an amount allowed by law. If we do this, it does not affect our ability to charge the full fee amount later.

#### LATE PAYMENT FEE

This fee is shown in the chart below. It is charged in any billing cycle that you do not pay at least the Minimum Payment Due within 6 days after the Payment Due Date. In no event will your Late Payment Fee exceed the Minimum Payment Due.

Outstanding Balance on Payment Due Date	Late Payment Fee - first time your payment is late.	Late Payment Fee—if another payment is late during the next 6 billing cycles.
Up to and including \$100	\$19	\$19
More than \$100 and up to and including \$300	\$25	\$29
More than \$300	\$25	\$35

#### RETURNED PAYMENT FEE

This fee is shown in the "Fees" table in this credit application. It is charged each time a check or other form of payment to us is returned or not honored.

#### PAYMENT BY PHONE FEE

This fee:

- · may be charged each time anyone makes a payment to your Account with the assistance of a live phone representative; and
- the amount is disclosed at the time a payment by phone is requested.

#### INTRODUCTION

#### KEY TERMS

"You" and "your" means each Applicant who:

- · applied for this Account bearing the name Neiman Marcus/Bergdorf Goodman; and/or
- · agrees to pay for the Account.

#### GETTING STARTED

The Card must be signed to be used.

When you use the Account or sign the card or sales slips, you agree to:

- the terms of this Agreement; plus
- · any amendments or supplements to the Agreement.

You may close your Account at any time. Please see the CLOSING YOUR ACCOUNT section in your Cardholder Agreement for details.

<sup>&</sup>quot;We," "us", and "our" means Capital One, N.A.

<sup>&</sup>quot;Agreement" means all parts of this document and any future supplements or amendments.

<sup>&</sup>quot;Card" means any card, card number or other device we issue to access your Account.



# **FACTS**

# WHAT DOES CAPITAL ONE® DO WITH YOUR PERSONAL INFORMATION?

## Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

## What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- Account balances and payment history
- Account transactions and credit card or other debt

## How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Capital One chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Capital One share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	YES	NO
For our marketing purposes— to offer our products and services to you	YES	NO
For joint marketing with other financial companies	YES	NO
For our affiliates' everyday business purposes—information about your transactions and experiences	YES	NO
For our affiliates' everyday business purposes—information about your creditworthiness	YES	YES
For our affiliates to market to you	YES	YES
For nonaffiliates to market to you	YES	YES

# To limit our sharing

■ Call 1-800-685-6695 — our menu will prompt you through your choice(s).

#### Please note:

If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

# Questions?

Call 1-800-685-6695

### Page 2

1 490 2		
Who we are		
Who is providing this notice?	This notice is being provided by Capital One with respect to your Neiman Marcus / Bergdorf Goodman credit card.	
What we do		
How does Capital One protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.	
How does Capital One collect my personal information?	We collect your personal information, for example, when you  Open an account or deposit money  Pay your bills or apply for a loan  Use your credit or debit card  We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.	
Why can't I limit all sharing?	<ul> <li>Federal law gives you the right to limit only</li> <li>Sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>Affiliates from using your information to market to you</li> <li>Sharing for nonaffiliates to market to you</li> <li>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</li> </ul>	
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.	
Definitions		
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.  Our affiliates include financial companies with the Capital One, Chevy Chase, Onyx, and Greenpoint names, such as Capital One Bank (USA), National Association; and Capital One, National Association.	
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.  Nonaffiliates we share with can include insurance companies, service providers, co-branded partners, retailers, data processors and advertisers.	
Joint marketing	<ul> <li>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</li> <li>Our joint marketing partners include companies such as other banks and insurance companies.</li> </ul>	

#### Other important information

**CA and VT Residents:** We will not share your information with companies outside of Capital One, except for our everyday business purposes, for marketing our products and services to you or with your consent.

**VT Residents only:** We will not disclose credit information about you within or outside the Capital One family of companies except as required or permitted by law.

**NV Residents:** Notice provided pursuant to state law. To be placed on our internal Do Not Call List, call 1-800-685-6695. If you would like more information about telemarketing practices, you may contact us at Capital One, P.O. Box 30285, Salt Lake City, UT 84130-0285 or webinfo@capitalone.com. For more on this Nevada law, contact Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: 1-702-486-3132; e-mail: BCPINFO@ag.state.nv.us.

**Telephone Communications:** All telephone communications with us or our authorized agents may be monitored or recorded.

The above notice applies only to your Neiman Marcus / Bergdorf Goodman credit card account with Capital One and does not apply to any other accounts you have with the Capital One family of companies.

#### USING YOUR ACCOUNT

#### ALLOWED USE

You agree to:

- use your Account only for lawful purposes
- · use your Account for only personal, family, household, or charitable purposes; and
- · repay us for all costs related to uses not allowed under this Agreement.

You are not allowed to use your Account:

- to make payments to this credit card or any other loan payments to us or our affiliates; or
- · for internet gambling.

If you have given someone permission to use the Card, this is not unauthorized use and you will be liable for all use by that person.

#### SECURITY INTEREST

A "Security Interest" is our interest in an item that you buy using your Account that secures the payment of your Account.

Except as noted below, you grant us a security interest (which we may or may not perfect) in the following items financed using your Account:

- · any goods you buy with your Card; and
- · any proceeds you get from the following:
  - a) insurance contracts, and returned premiums: and/or
  - b) mechanical failures and/or
- c) extended service contracts.

Each good you buy using your Account:

- · secures your entire Account balance until that good is paid in full; and
- · may be taken from you if you do not pay on time.

To decide when a purchase is paid off and no longer subject to a security interest, your payments will be first applied to: described in the "How We Apply Payments" section of your Cardholder Agreement.

Once you have fully paid for any good, we will release our purchase money security interest in that good.

We do not take a security interest if you:

- live in NY and the original purchase price of the good was less than \$200
  - or
- live in MD and the original purchase price of the good was less than \$700.

If we take back any good, we may charge you our costs and require you to make the good available at a convenient place of our choice as allowed by law. This may include our cost to:

- · repair the good; and/or
- · store the good; and/or
- · sell the good; and/or
- · other costs allowed by law.

#### ACCOUNT FEES AND OTHER INTEREST RATES

#### ABOUT YOUR APRS

Your APRs are shown in the "Interest Rates and Interest Charges" table in this credit application.

A Daily Periodic Rate is used to determine your Interest Charges in any billing cycle. To determine this rate, we divide your APR by 365; then round this number up to the next hundred thousandth of a percentage point.

#### PROMOTIONAL CREDIT PLANS

From time to time, we may offer one or more Promotional Credit Plans. These may be offered to you:

- · prior to your purchase; and/or
- at the time of your purchase.

Any of these Plans may be offered at any time and are conditioned on your timely payment of at least the Minimum Payment Due for each billing statement:

#### Waived Interest Charge Credit Plan

With this Plan there are no Interest Charges on your purchase for a specified period.

If you make more than one purchase on your card, these balances may be treated differently.

Certain rules apply to the allocation of payments and interest charges on your promotional purchase if you make more than one purchase on your Card. Call 1-888-367-4310 or review the HOW WE APPLY PAYMENTS section of your Cardholder Agreement for information.

#### INTEREST CHARGES

#### HOW INTEREST CHARGES ARE CALCULATED

Each billing statement shows the Interest Charges, which are calculated separately for each:

- · Promotional Credit Plan with a unique due date or unique terms;
- · Regular Credit Plan

The total interest charge for the billing cycle is the sum of the interest charge for each plan subject to the minimum interest charge shown in the chart.

The interest charge is the total of:

• the applicable Daily Periodic Rate for the Plan times the Daily Balance for the plan for each day in the cycle.

#### HOW DAILY BALANCE IS DETERMINED

To determine your Daily Balance, we:

- take the opening balance for each Plan for that day; then
- add the following that were incurred on that day:
  - a) any new purchases

- b) any previous day's periodic Interest Charges
- c) any fees and charges, including any credit insurance premiums or debt cancellation fees, if these apply;

then

· subtract any payments and/or credits.

We also make any needed adjustments. For example:

- If a transaction posts after but occurs before the start of a billing cycle, we may adjust the amount above to include this transaction. It will be included as of the first day of the billing cycle in which it posts.
- · If your Account is subject to a grace period during the billing cycle, your payments will be subtracted from all Daily Balances in the current billing cycle.
- If a transaction for a returned payment or a dispute resolved in our favor posts after the beginning of the billing cycle, we will make this adjustment:
  - the applicable Daily Balance(s) and any related Interest Charges will be adjusted to include the transaction amount as of the date of the original payment or transaction.

To calculate your Average Daily Balance, we:

- add the Daily Balances for each day of the billing cycle; then
- divide this total by the number of days in the billing cycle.

#### HOW TO AVOID PAYING INTEREST ON PURCHASES

The number of days until your Payment Due Date after the close of each billing cycle is indicated in the Interest Rates and Interest Charges section of this Agreement. We will not charge you Interest on purchases if you pay your entire balance by the due date each month.

Interest charges begin on the transaction date and continue to accrue until paid in full except as noted below:

#### EXCEPTIONS

- 1. For New Purchases and balances: No interest is charged in a billing cycle on a Regular Credit Plan if the combined Previous Balance of those Plans at the beginning of the cycle is:
  - a) zero; or
  - b) a credit balance (e.g., less than zero); or
  - c) paid in full before the Payment Due Date that falls during the cycle;
- 2. For Waived Interest Charge Credit Plans: No interest is charged for the promotional period.

#### COMMUNICATIONS

We may contact you from time to time regarding your Account. We may contact you in any manner we choose unless the law says that we cannot. For example, we may:

- (1) contact you by mail, telephone, email, fax, recorded message, text message or in person;
- (2) contact you using an automated dialing or similar device ("Autodialer");
- (3) contact you at your home and at your place of employment;
- (4) contact you on your mobile telephone;
- (5) contact you at any time, including weekends and holidays;
- (6) contact you with any frequency;
- (7) leave prerecorded and other messages on your answering machine/service and with others; and
- (8) identify ourselves, your relationship with us and our purpose for contacting you even if others might hear or read it.

Our contacts with you about your *Account* are not unsolicited and might result from information we obtain from you or others. We may monitor or record any conversation or other communication with you. Unless the law says we cannot, we may modify or suppress caller ID and similar services and identify ourselves on these services in any manner we choose. When you give us or we obtain your mobile telephone number, we may contact you at this number using an Autodialer and can also leave prerecorded and other messages. We may do these things whether we contact you or you contact us.

If you ask us to discuss your Account with someone else, you must provide us with documents that we ask for and that are acceptable to us.

The information about the costs of the Card described in this Application and Important Terms of Your Neiman Marcus/Bergdorf Goodman Credit Card Account is accurate as of December, 2013. This information may have changed after that date. To find out what may have changed write to us at Capital One, N.A.-Neiman Marcus/Bergdorf Goodman, 1111 Town Center Drive, Las Vegas, Nevada 89144.

NOTICE FOR CALIFORNIA RESIDENTS: California law requires that we inform customers that should they fail to fulfill the terms of their credit obligation, a negative report reflecting on their credit record may be submitted to a credit reporting agency. If you are married, you may apply for credit in your own name.

NOTICE FOR DELAWARE RESIDENTS: Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month.

NOTICE FOR FLORIDA RESIDENTS: You (borrower) agree that, should we obtain a judgment against you, a portion of your disposable earnings may be attached or garnished (paid to us by your employer), as provided by Florida and Federal law.

NOTICE FOR MAINE RESIDENTS: We may request a consumer report in connection with your application for credit. You may ask whether a consumer report was obtained by us and we will tell you the name and address of the consumer reporting agency, if a report was obtained.

NOTICE FOR NEW YORK RESIDENTS: Capital One may obtain your credit reports, for any legitimate purpose associated with the account or the application or request for an account, including but not limited to reviewing, modifying, renewing and collecting on your account. On your request, you will be informed if such a report was ordered. If so, you will be given the name and address of the consumer reporting agency furnishing the report. "New York residents may contact the New York State Department of Financial Services by telephone or visit its website for free information on comparative credit card rates, fees and grace periods. New York State Department of Financial Services: 1-877-226-5697 or http://www.dfs.ny.gov

NOTICE FOR OHIO RESIDENTS: The Ohio Laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

NOTICE FOR VERMONT RESIDENTS: A consumer credit report may be requested in connection with this application or in connection with updates, renewals or extensions of any credit granted as a result of this application. Upon your request, you will be informed whether or not such a report was requested and, if so, the name and address of the agency that furnished the report.

NOTICE FOR MARRIED WISCONSIN RESIDENTS: No provision of a marital property agreement, unilateral statement under Section 766.59 of the Wisconsin Statutes, or court order under Section 766.70 of the Wisconsin Statutes adversely affects the interest of the creditor unless the creditor, prior to the time the credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred. If you are married, by submitting your credit card application you are confirming that this credit card obligation is being incurred in the interest of your marriage and your family. If the credit card for which you are applying is granted, you will notify the Bank if you have a spouse who needs to receive notification that credit has been extended to you.

#### YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

#### What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at:

Capital One, N.A.

Neiman Marcus/Bergdorf Goodman

PO Box 729080, Dallas, TX 75372-9080

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- · Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

- 1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
- 2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

#### Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

- 1. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
- 2. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

Capital One, N.A.

Neiman Marcus/Bergdorf Goodman

PO Box 729080, Dallas, TX 75372-9080

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

Credit Card Plans: Please find below a description of the promotional financing plans that may be applicable to your future purchases. After the expiration of the period described below, an APR of 21% will apply to your promotional purchases. The plans listed may only be offered at limited times throughout the year. For any questions please call 1-800-685-6695.

- 6 Months Waived Interest Charges/Equal Monthly Payments (17001/10799) Minimum payments required as stated on your monthly billing statement. No interest charges on the promotional item(s) for 6 months. Beginning after 6 months, the rate attributable to the promotional item(s) will be the rate described above.
- 9 Months Waived Interest Charges/Equal Monthly Payments (17003) Minimum payments required as stated on your monthly billing statement. No interest charges on the promotional item(s) for 9 months. Beginning after 9 months, the rate attributable to the promotional item(s) will be the rate described above.
- 12 Months Waived Interest Charges/Equal Monthly Payments (17004) Minimum payments required as stated on your monthly billing statement. No interest charges on the promotional item(s) for 12 months. Beginning after 12 months, the rate attributable to the promotional item(s) will be the rate described above.
- 20 Months Waived Interest Charges/Equal Monthly Payments (17006) Minimum payments required as stated on your monthly billing statement. No interest charges on the promotional item(s) for 20 months. Beginning after 20 months, the rate attributable to the promotional item(s) will be the rate described above.
- 6 Months Waived Interest Charges/Minimum Payments (17011) Minimum payments required as stated on your monthly billing statement. No interest charges on the promotional item(s) for 6 months. Beginning after 6 months, the rate attributable to the promotional item(s) will be the rate described above.
- 9 Months Waived Interest Charges/Minimum Payments (17013) Minimum payments required as stated on your monthly billing statement. No interest charges on the promotional item(s) for 9 months. Beginning after 9 months, the rate attributable to the promotional item(s) will be the rate described above.
- 12 Months Waived Interest Charges/Minimum Payments (17014) Minimum payments required as stated on your monthly billing statement. No interest charges on the promotional item(s) for 12 months. Beginning after 12 months, the rate attributable to the promotional item(s) will be the rate described above.
- 20 Months Waived Interest Charges/Minimum Payments (17015) Minimum payments required as stated on your monthly billing statement. No interest charges on the promotional item(s) for 20 months. Beginning after 20 months, the rate attributable to the promotional item(s) will be the rate described above.