

529 Day Baby Promotion

No Purchase Necessary to Enter to Win. A purchase will not increase your chances of winning.

The Virginia College Savings PlanSM (“Virginia529SM”) an independent state agency of the Commonwealth of Virginia with its principal office located at 9001 Arboretum Parkway, North Chesterfield, Virginia 23236 is sponsoring a giveaway of a \$529 contribution into a Virginia529 account for qualifying babies at participating Virginia hospitals (the “Promotion”). To be considered a participating hospital for the Promotion, the Virginia hospital must have entered into a participation agreement with Virginia529 (“Participating Hospital”). Virginia529 is an Internal Revenue Code Section 529 qualified tuition program. A Section 529 college savings account is an individual savings account intended specifically for the payment of qualified higher education expenses for a designated beneficiary. Customers are encouraged to obtain all enrollment materials, including the Program Descriptions, by calling 1-888-567-0540 or by downloading them from Virginia529.com and to read them carefully before investing. For residents of states other than Virginia: your state or the beneficiary’s state of residence (if different) may sponsor a 529 plan that offers state income tax or other benefits not available to you through Virginia529.

Prize:

One (1) baby, per Participating Hospital, born closest to 5:29 pm ET on May 29th of each Promotion year (as determined by the Participating Hospital) will win one (1) \$529 contribution into an existing or new Virginia529 account (“Prize”). Multiple Prizes may be awarded in a Participating Hospital in Virginia529’s sole discretion. The value of the Prize is \$529.00.

PROMOTION TERMS & CONDITIONS

By participating in the Promotion, each entrant fully and unconditionally agrees to and accepts the following Promotion Terms & Conditions which are final and binding in all matters related to the Promotion:

Eligibility:

1. Must be a U.S. citizen or legal U.S. resident 18 years old or older at time of entry to enter.
2. Employees of Virginia529 and the Participating Hospital, as well as their agents, successors and assignees, and individuals engaged in the development, production or distribution of Promotion materials, their advertising and promotion agencies and any and all other persons associated with the Promotion and each of their immediate family members (spouse; parents, siblings, children, grandchildren and

their spouses; and in-laws) and members of the same household (whether or not related) are not eligible to participate in the Promotion or be named the beneficiary of the Prize.

Timing and Entries:

1. The Promotion begins on or about May 29, of each Promotion year and ends on or about May 29, of each Promotion year at 11:59 p.m. (ET).
2. Winner will be the baby born closest to 5:29 pm ET on May 29, of each Promotion year as determined by the Participating Hospital.

Requirements of Winner:

1. Winner agrees to comply with all participation requirements promulgated by Virginia529 and to complete and execute all necessary documents including, but not limited to, waivers and releases. Winner agrees to comply with all Virginia529 account requirements and, if necessary, to complete and execute necessary documents to open an account with Virginia529 and to provide additional documents as required by Virginia529. If applicable, the account application must be received by Virginia529 within 180 days from date of written Prize notification or Prize is forfeited.
2. Winner will be solely responsible for any applicable local, state and federal taxes on the Prize.
3. Winner agrees to the use of his or her name, photograph, likeness, statements, testimonials, text and/or sound or video recording of him or her for advertising, promotional, or any other purposes in any medium throughout the world in perpetuity without additional compensation or consent unless required by law and the beneficiary's name and photograph for marketing and public relations purposes. Winner agrees to execute a publicity release.
4. The Prize may not be redeemed for cash and no exchanges or substitutions are permitted.

Other Terms:

1. In no event will Virginia529 be responsible or liable for any damages or losses of any kind for representations or certifications made by the Participating Hospitals.
2. Virginia529 will be collecting personal data about winners in accordance with its Privacy Policy. Virginia529's Privacy Policy is available at Virginia529.com and winner is responsible for reviewing a copy of the Privacy Policy. By accepting the Prize and providing their email address and personal information, winners hereby

agree to Virginia529's collection and use of their personal information and acknowledge that they have read and accepted Virginia529's Privacy Policy.

3. If, in Virginia529's sole discretion, winner is found to be ineligible to open a Virginia529 account or is not in compliance with these Promotion Terms & Conditions or cannot be found after reasonable efforts are made, winner will be disqualified and an alternate winner may be selected by Virginia529 in its sole discretion. Interpretation of and determinations on the correct application of these Promotion Terms & Conditions shall be made by Virginia529 in its sole discretion and its decisions regarding these matters shall be final. In no event will Virginia529 be responsible or liable for any damages or losses of any kind should winner be found ineligible.

4. By participating in the Promotion, each winner agrees to indemnify, hold harmless, and waive any claims against Virginia529, and any of the affiliates, employees, directors, officers, agents, representatives, and assigns of Virginia529, made by winners, entrants, or any other third parties arising directly or indirectly out of, or in any way connected with, this Promotion or the Prize awarded in connection therewith.

5. By participating in the Promotion, each winner agrees that the Promotion shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia without regard to any choice of law or conflict of law rules. Winner agrees that venue for any litigation arising out of or related to this Promotion or these Promotion Terms & Conditions shall be in state court located in Chesterfield, Virginia and hereby consents to jurisdiction of same.

6. This Promotion is subject to all applicable federal, state, and local laws. Void where prohibited.

7. Virginia529 reserves the right to modify, extend, suspend, or terminate the Promotion if it determines, in its sole discretion, that the Promotion is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Virginia529's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Promotion as contemplated herein. In the event an insufficient number of eligible entries are received and/or Virginia529 is prevented from awarding the Prize or continuing with the Promotion as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis (e.g. SARS), order of any court or jurisdiction, or other cause not reasonably within Virginia529's control (each a "Force Majeure" event or occurrence), then Virginia529 shall have the right to modify, suspend, or terminate

the Promotion. If the Promotion is terminated before the designated end date, Virginia529 will (if possible) select the winner in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of the Prize described in these Promotion Terms and Conditions will be awarded. These Promotion Terms and Conditions cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Virginia529. The invalidity or unenforceability of any provision of these Promotion Terms and Conditions shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Promotion Terms and Conditions shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Virginia529 makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any Prize furnished in connection with the Promotion.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

9. ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, VIRGINIA529 WILL DISQUALIFY ANY SUCH INDIVIDUAL AND RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

10. For a copy of these Promotion Terms and Conditions and/or the Winners' names, send your request and a self-addressed stamped envelope to General Counsel, Virginia College Savings Plan, 9001 Arboretum Parkway, North Chesterfield, Virginia 23236.