

## 2021 529 DAY SWEEPSTAKES

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

Virginia College Savings Plan<sup>SM</sup> (Virginia529<sup>SM</sup>), 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 three (3) contributions of \$10,000 to an Invest529<sup>SM</sup> account (Sweepstakes). 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: before investing, you should consider whether your or the beneficiary's home state offers any state tax or other state benefits such as financial aid, scholarship funds, and protections from creditors that are only available for investments in that state's qualified tuition program.

### **Prize:**

Three (3) randomly selected winners will each win one (1) contribution of \$10,000 to a new Invest529 account opened during the term of the Sweepstakes or an existing Invest529 account (Prize). The value of the Prize is \$10,000. Invest529 accounts are governed by the Invest529 Program Description and have no state residency requirements and no age limits on beneficiaries. Invest529 is open year round and accounts may be opened at any time.

### **SWEEPSTAKES TERMS & CONDITIONS**

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

### **Eligibility:**

1. Must be a U.S. citizen or legal U.S. resident of one of the fifty (50) United States or the District of Columbia at time of entry to enter, excluding New York and Florida. Residents of New York and Florida are not eligible to participate in the Sweepstakes. Must be 18 years old or older at time of entry to enter.
2. Must meet all Invest529 account owner eligibility requirements set out in the Invest529 Program Description including, but not limited to, passing the identification verification process as described in the Invest529 Program Description.
3. Employees of Virginia529 as well as their agents, successors and assigns, and individuals engaged in the development, production or distribution of Sweepstakes materials, their advertising and promotion agencies and any and all other persons associated with the Sweepstakes 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 Sweepstakes or be named a beneficiary of a Prize.
3. Winning the Prize is contingent on fulfilling all requirements set forth in these Sweepstakes Terms & Conditions.

## **Timing & How to Enter:**

1. The Sweepstakes begins May 18, 2021 at 12:00 a.m. ET and ends on June 1, 2021 at 11:59 p.m. ET (Sweepstakes Period). During the Sweepstakes Period there are two (2) ways to enter: (1) **Open an Invest529 account online:** If you open an Invest529 account online (excluding new accounts opened as a result of investment direction changes and transfers, as defined by Virginia529) during the Sweepstakes Period, AND make an opening contribution in the amount of \$25 or more in good standing by June 4, 2021 at 11:59 PM ET, then you automatically will receive one (1) entry into the Sweepstakes for each new Invest529 account opened during the Sweepstakes Period with a unique individual account owner and beneficiary combination. Invest529 account applications with \$25 opening contribution must be successfully submitted online by June 1, 2021 at 11:59 PM ET to be eligible. The \$25 opening contribution must be in good standing by June 4, 2021 at 11:59 p.m.; and (2) **Via Mail:** handprint your full name, your email address, your daytime and evening phone numbers (including area codes), and your date of birth on a 3" x 5" card, and mail the card, with proper postage affixed to: "2021 529 Day Sweepstakes" C/O Marketing Division, 9001 Arboretum Pkwy, North Chesterfield, VA 23236 (all mail entries must be received by June 1, 2021 to be eligible for Sweepstakes entry). Virginia529's computer and staff are the official timekeepers for the Sweepstakes. **One mailed entry per person or one entry per individual account owner and individual beneficiary combination for a new Invest529 account opened online during the Sweepstakes Period (one entry per person regardless of method of entry).**

2. Winners will be selected at random from all eligible entries on or about June 11, 2021. Virginia529 will use its best efforts to notify the winners by phone or email on or about June 11, 2021. Prize winners have three (3) business days to reply or contact Virginia529 to claim the Prize or the Prize is forfeited.

3. Submitted entries become the property of Virginia529. Odds of winning depend on number of entries received.

## **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. The Virginia529 account application and any additional documents required by Virginia529 must be received by Virginia529 within ten (10) days from date of Virginia529's notification to Prize winner or Prize is forfeited.

2. Winner is solely responsible for any applicable local, state and federal taxes on the Prize. Winner understands that Virginia529 may be required to report the Prize amount to winner via a 1099-MISC and it is winner's responsibility to consult a tax adviser concerning the tax implications of accepting this Prize.

3. Winner agrees to the use of his or her name, photographs, likenesses, 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 to the use of the Prize beneficiary's name for marketing and public relations purposes. Winner agrees to execute a publicity release individually and on behalf of the beneficiary.

4. The Prize may not be assigned or 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 lost, late, misdirected, incomplete, or invalid entries. Virginia529 is not responsible or liable for any technical difficulties experienced by entrants, including but not limited to issues with the internet.

2. Virginia529 will be collecting personal data about entrants in accordance with its Privacy Policy. Virginia529's Privacy Policy is available at Virginia529.com and entrants are responsible for reviewing a copy of the Privacy Policy. By participating in the Sweepstakes and providing their email address and personal information, entrants 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, a winner is found to be ineligible to open a Virginia529 account or is not in compliance with these Sweepstakes Terms & Conditions or cannot be found after reasonable efforts are made, a 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 Sweepstakes 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 a winner be found ineligible.

4. By participating in the Sweepstakes, each entrant 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 winner, entrants, or any other third parties arising directly or indirectly out of, or in any way connected with, this Sweepstakes or the Prize awarded in connection therewith.

5. By participating in the Sweepstakes, each entrant agrees that the Sweepstakes 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. Entrant agrees that venue for any litigation arising out of or related to this Sweepstakes or these Sweepstakes Terms & Conditions shall be in state court located in Chesterfield, Virginia and hereby consents to jurisdiction of same.

6. This Sweepstakes 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 Sweepstakes if it determines, in its sole discretion, that the Sweepstakes 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 Sweepstakes 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 Sweepstakes 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 Sweepstakes. If the Sweepstakes 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 Sweepstakes Terms and Conditions will be awarded. These Sweepstakes 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 Sweepstakes 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 Sweepstakes 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 Sweepstakes.

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 SWEEPSTAKES 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 Sweepstakes 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.