Virginia529 \$529 Account Sweepstakes

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

Virginia College Savings PlanSM (Virginia529SM) an independent state agency of the Commonwealth of Virginia with principal office located at 9001 Arboretum Parkway, North Chesterfield, VA 23236 is sponsoring a giveaway of four (4) contribution of \$529 to an Invest529SM 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:

Four (4) randomly selected winners will each win one (1) gift code valued at \$529 for redemption to a new Invest529 account or an existing Invest529 account (Prize). The value of the Prize is \$529.00. Invest529 has no state residency requirements and no age limits on beneficiaries (for most Portfolios). 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 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 its agents, successors and assignees, 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 the beneficiary of the Prize.

Timing:

1. The Sweepstakes begins July 1, 2023 and ends on June 30, 2024 (Sweepstakes Term). During the Sweepstakes Term there are two (2) ways to enter: (1) Onsite by visiting the Virginia529 booth at select events in Virginia held during the Sweepstakes Period during times when the Virginia529 booth is open by completing and submitting a designated official paper entry slip or by using the designated computer at the Virginia529 booth to submit an entry (as determined by Virginia529 and made available at each event) to receive one (1) entry into the Sweepstakes; or (2) Online by visiting

<u>Virginia529.com/offers/accountgiveaway</u> during the Sweepstakes Term, completing the online entry form and submitting it to receive one (1) entry into the Sweepstakes.

Virginia529's staff and computers are the official timekeeper for the Sweepstakes. Odds of winning depend on number of entries received. **One entry per person regardless of method of entry**.

2. The first winner for entries received from July 1, 2023 through September 30, 2023 will be selected at random from all eligible entries on or about October 4, 2023. Virginia529 will use its best efforts to notify the winner on or about October 9, 2023 by email or phone. The second winner for entries received from October 1, 2023 through December 30, 2023 will be selected at random from all eligible entries on or about January 4, 2024. Virginia529 will use its best efforts to notify the winner on or about January 8, 2024 by email or phone. The third winner for entries received from December 31, 2023 through March 31, 2024 will be selected at random from all eligible entries on or about April 4, 2024. Virginia529 will use its best efforts to notify the winner on or about April 8, 2024 by email or phone. The fourth winner for entries received from April 1, 2024 through June 30, 2024 will be selected at random from all eligible entries on or about July 3, 2024. Virginia529 will use its best efforts to notify the winner on or July 8, 2024 by email or phone. Prize winners have ten (10) business days to reply or contact Virginia529 to claim the Prize or the Prize is forfeited. Submitted entries become the property of Virginia529.

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 complete and execute necessary documents to open an Invest529 account with Virginia529 and to provide additional documents as required by Virginia529. The Prize is provided as an Invest529 gift code and must be redeemed to a new or existing Invest529 account within one year of Prize gift code generation date or Prize is forfeited.
- 2. Winner will be solely responsible for any applicable local, state and federal taxes on the Prize. Virginia529 may or may not be required to report the Prize amount to the winner via a 1099-MISC and it is the 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, 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 to the use of the beneficiary's name and photograph 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 redeemed for cash and no exchanges or substitutions are permitted.

Other Terms:

- 1. In no event will Virginia 529 be responsible or liable for any damages or losses of any kind for lost, late, misdirected, incomplete, or invalid entries.
- 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 entrant is 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, winner is found to be ineligible or not in compliance with these Sweepstakes Terms & Conditions or cannot be found after reasonable efforts are made, winner will be disqualified and an alternate winner will 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 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 winners, 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 City of Richmond, 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 prizes or continuing with the Sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or manmade 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 prizes 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 PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND VIRGINIA529 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 & 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.