

## **Virginia529 Resolve to Save \$10K Giveaway**

**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 principal office located at 9001 Arboretum Parkway, North Chesterfield, VA 23236 is sponsoring a giveaway of five (5) contributions of ten thousand dollars (\$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:**

Five (5) randomly selected winners will each win one (1) contribution of ten thousand dollars (\$10,000) to their eligible Invest529 account (Prize). The value of the Prize is ten thousand dollars (\$10,000.00). 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 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, including partner employees, of Virginia529, as well as their 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.

4. The eligible Invest529 account must be in good standing and able to accept the Prize without exceeding the \$550,000 account maximum on February 29, 2024.
5. Winning the Prize is contingent upon fulfilling all requirements set forth in these Sweepstakes Terms & Conditions.

**Timing & How to Enter:**

1. The Sweepstakes begins January 17, 2024 at 12:00 a.m. ET and ends on January 31, 2024 at 11:59 p.m. ET (Sweepstakes Period). During the Sweepstakes Period there are three (3) ways to enter:
  - a. **(1) Open a new 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 minimum amount of ten dollars (\$10) or more in good standing through February 29, 2024 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 \$10 opening minimum contribution must be successfully submitted online by January 31, 2024 at 11:59 PM ET to be eligible. The \$10 opening minimum contribution must be in good standing by February 29, 2024 at 11:59 p.m.;
  - b. **(2) Contribute to an existing Invest529 account online:** If you contribute a minimum of ten dollars (\$10) to your existing Invest529 account, in good standing, online (excluding new accounts opened as a result of investment direction changes and transfers, as defined by Virginia529) during the Sweepstakes Period, then you automatically will receive one (1) entry into the Sweepstakes for each \$10 minimum contribution during the Sweepstakes Period with a unique individual account owner and beneficiary combination. The \$10 minimum contribution must be in good standing by February 29, 2024 at 11:59 p.m.;
  - c. **(3) 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: "Resolve to Save \$10K Giveaway" C/O Marketing Division, 9001 Arboretum Pkwy, North Chesterfield, VA 23236 (all mail entries must be received by January 31, 2024 to be eligible for Sweepstakes entry).  
Virginia529's computer and staff are the official timekeepers for the Sweepstakes.
2. Winners will be selected at random from all eligible entries on or about February 16, 2024. Virginia529 will use its best efforts to notify the winners by phone or email on or about February 16, 2024. Prize winners have ten (10) business days to reply or contact Virginia529 to claim the Prize or the Prize is forfeited. Winners must complete all required paperwork, including any tax documents, within the 10-business day period or the Prize is forfeited.

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

**One mailed entry per person, or one entry per individual account owner and individual beneficiary combination, for the Invest529 account that received the minimum \$10 contribution during the Sweepstakes Period. One entry per person regardless of method of entry.**

**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, Form W-9, 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.
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 Virginia529 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.
3. 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.
4. 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.

5. 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.
6. 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.
7. This Sweepstakes is subject to all applicable federal, state and local laws. Void where prohibited.
8. 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 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 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.
9. 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.

10. 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.

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.