

## **2023 Save \$250 in Tuition Track Portfolio, Get \$100 Offer**

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 promotional offer program. For individuals who save two hundred fifty dollars (\$250) or more in a new or existing Tuition Track Portfolio account in Invest529<sup>SM</sup> between June 14, 2023 through June 30, 2023 Virginia529 will provide one (1) one-hundred (\$100) bonus contribution to the Tuition Track Portfolio account (the Offer) subject to the following terms and conditions:

### **OFFER TERMS & CONDITIONS**

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

#### **Eligibility:**

1. Must be a U.S. citizen or legal U.S. resident 18 years old or older at time of account opening and meet all eligibility requirements to open a Tuition Track Portfolio account as set forth in the Invest529 Program Description including, but not limited to, passing the identification verification process and state residency requirements as described in the Invest529 Program Description.
2. To earn the Offer you must save at least two hundred fifty (\$250) during the Offer Term described below and the account must be in good standing as of August 15, 2023. The entire \$250 must be saved in one (1) Tuition Track Portfolio account to qualify and will not qualify for the Offer if the \$250 is split among multiple Tuition Track Portfolio accounts.
3. Employees of Virginia529 and any partner employees, as well as their agents, successors and assigns, and individuals engaged in the development, production or distribution of Offer materials, their advertising and promotion agencies and any and all other persons associated with the Offer 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 Offer or be named a beneficiary of an account participating in an Offer.

#### **Offer Amount:**

1. The value of the Offer is one hundred dollars (\$100).
2. Virginia529 will contribute the full amount of an Offer to one (1) qualifying Tuition Track Portfolio account and will not split an Offer between multiple Tuition Track Portfolio accounts.
3. A Tuition Track Portfolio account owner may qualify for one (1) Offer for each unique Tuition Track Portfolio individual account owner and beneficiary combination.
4. Virginia529 will fund up to an aggregate of \$500,000 in Offers for all qualified Tuition Track Portfolio accounts (Offer Limit). If the Offer Limit is met before June 30, 2023, the Offer described herein will immediately terminate, and Virginia529 will provide notification at [virginia529.com](http://virginia529.com) that the Offer is no longer available.

#### **Timing & How to Qualify:**

1. The Offer begins June 14, 2023 at 12:00 a.m. ET and ends on June 30, 2023 at 11:59 p.m. ET (Offer Term).

2. During the Offer Term Tuition Track Portfolio account owners with a new or existing Tuition Track Portfolio account may qualify for the Offer if they save at least \$250 through the Virginia529 online portal and the account is in good standing on August 15, 2023 at 11:59 pm ET.
3. Virginia529 will contribute the Offer to qualifying Tuition Track Portfolio accounts on or about August 15, 2023.
4. Virginia529's computer and staff are the official timekeepers for the Offer.

**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 online Invest529 account applications. Virginia529 is not responsible or liable for any technical difficulties experienced by account owners, including but not limited to issues with the internet.
2. Invest529 accounts and the Offer funds are governed in accordance with the Virginia529 Invest529 Program Description & Privacy Policy. The Virginia529 Invest529 Program Description & Privacy Policy is available at Virginia529.com and account owners are responsible for reviewing a copy of the document. By participating in the Offer and an Invest529 account, account owners acknowledge that they have read and accepted the terms of the Virginia529 Invest529 Program Description & Privacy Policy.
3. Account owner will be solely responsible for any applicable local, state, and federal taxes on the Offer. Offer funds will be reported to the IRS on Form 1099-Q upon withdrawal and it is the account owner's responsibility to consult a tax adviser concerning the tax implications of accepting this Offer.
4. The Offer may not be redeemed for cash and no exchanges or substitutions are permitted.
5. If, in Virginia529's sole discretion, an individual is found to be ineligible to open a Tuition Track Portfolio account or not in compliance with these Offer Terms & Conditions, Offer will be forfeited and returned to Virginia529 in its sole discretion. Interpretation of and determinations on the correct application of these Offer 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 account owner be found ineligible for an Offer.
6. By participating in the Offer, each account owner 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 account owners, beneficiaries, or any other third parties arising directly or indirectly out of, or in any way connected with, this Offer or in connection therewith.
7. By participating in the Offer, each account owner agrees that the Offer 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. Account owner agrees that venue for any litigation arising out of or related to this Offer or these Offer Terms & Conditions shall be in state court located in City of Richmond, Virginia and hereby consents to same.
8. The Offer is subject to all applicable federal, state, and local laws. Void where prohibited.
9. Virginia529 reserves the right to modify, extend, suspend, or terminate the Offer if it determines, in its sole discretion, that the Offer 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, and/or feasibility of the Offer as contemplated herein.

10. These Offer 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 Offer 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 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.
11. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OFFER 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.
12. ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE OFFER 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 Offer Terms and Conditions, send your request and a self-addressed stamped envelope to General Counsel, Virginia College Savings Plan, 9001 Arboretum Parkway, North Chesterfield, Virginia 23236.

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. Most Invest529 portfolios (except for the Tuition Track Portfolio) have no state residency requirements and no age limits on beneficiaries. Invest529 is open year-round and accounts may be opened at any time.

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. ©2023 Virginia College Savings Plan