

## Virginia529 2021 Online Gifting Promotion Terms and Conditions

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, VA 23236 is sponsoring an online gifting promotion. Individuals that purchase a gift using the online gifting portal located at Virginia529.com/gifting between November 16, 2021 and December 14, 2021 will receive one (1) ten dollar (\$10) reward contribution to an Invest529<sup>®</sup> account for one (1) Virginia529 online gift card purchase of a minimum of fifty dollars (\$50) (the "Promotion") subject to the following terms and conditions:

### PROMOTION TERMS & CONDITIONS

By participating in the Promotion, each account owner 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 18 years old or older at time of Virginia529 online gift card purchase, must meet all eligibility requirements to purchase a Virginia529 online gift card and any other eligibility requirements promulgated by Virginia529.
2. Eligible individuals must visit the Virginia529 gifting center at Virginia529.com/gifting, log into their secure Virginia529 account or create a secure login, visit the "Gift Center" site, choose the "Purchase" option under "Purchase and Redeem Gift Cards", then follow the instructions provided to purchase a Virginia529 online gift card in the minimum amount of \$50 (multiple online gift cards combined to a \$50 amount are ineligible).
3. Eligible individuals must purchase a Virginia529 online gift card in the amount of at least \$50 as described above by December 14, 2021 (multiple online gift cards combined to a \$50 amount are ineligible).
4. The Virginia529 online gift card purchased must be in good standing on the date of the offer code Promotion reward distribution.
5. Employees of Virginia529, as well as their agents, successors and assignees, and 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 to be named as the beneficiary of an account participating in a Promotion.

#### Promotion Amount:

1. Virginia529 will fund only one (1) Promotion per individual. The value of each Promotion is \$10.
2. Virginia529 will provide an offer code valued at \$10 for contribution of the Promotion reward to an Invest529 account.
3. The recipient of the Promotion reward must follow the instructions provided by Virginia529 to contribute the offer code into a new or existing Invest529 account.
4. Virginia529 will fund up to \$100,000 total in Promotions for all qualified Virginia529 online gift cards purchased. If the \$100,000 limit is met before December 14, 2021, the Promotion offer described herein is immediately terminated, and Virginia529 will provide notification at Virginia529.com that the Promotion is no longer available.

#### Timing:

1. The Virginia529 online gift card purchase from the site designated above must be completed between November 16, 2021 at 12:00 a.m. ET and December 14, 2021 at 11:59 p.m. ET.
2. An online gift card in the amount of at least \$50 must be purchased by December 14, 2021 to qualify for the Promotion (multiple online gift cards combined to a \$50 amount are ineligible).

3. Virginia529 will send an email with redemption instructions to the email address used for a qualifying online gift card purchase with an offer code valued at \$10 on or about January 11, 2022.
4. The offer code valued at \$10 must be used and contributed to the account owner's Invest529 account between January 11, 2022 and February 28, 2022. The offer code and its \$10 value will expire on February 28, 2022 at 11:59 p.m. ET.

**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 Virginia529 online gift card purchases. 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 Promotion 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 these documents. By participating in the Promotion and purchasing a Virginia529 online gift card, account owners acknowledge that they have read and accepted the terms of the Virginia529 Invest529 Program Description & Privacy Policy and any gift card purchase terms and conditions.
3. Account owner will be solely responsible for any applicable local, state, and federal taxes on the Promotion. Virginia529 may not be required to report the Promotion amount to the account owner via a 1099-MISC, and it is the account owner's responsibility to consult a tax adviser concerning the tax implications of accepting this Promotion.
4. If, in Virginia529's sole discretion, an individual is found to be ineligible to own an Invest529 account or not in compliance with these Promotion Terms & Conditions, Promotion will be forfeited and returned to 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 account owner be found ineligible for a Promotion.
5. By participating in the Promotion, each account holder 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 Promotion or in connection therewith.
6. By participating in the Promotion, each account owner 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. Account owner 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 same.
7. The Promotion 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 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, and/or feasibility of the Promotion as contemplated herein.
9. These 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 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.

10. 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.

For a copy of these Promotion 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. Invest529 has 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. An investor should consider the investment objectives, risks, charges, and expenses of the programs 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.