Virginia529 Smart Savers Club Terms and Conditions

The Virginia529 Smart Savers Club (the "Club") is offered to Virginia College Savings Plan ("VIRGINIA529") account owners. Please read these terms and conditions carefully before joining the Club or using this site https://www.virginia529.com/resources/smart-savers/ ("Site") and keep a copy for your records. By accessing this Site, you agree to these terms and conditions and any operating rules and policies that may be published by VIRGINIA529, as may be amended from time to time ("Terms"). These Terms set forth the rules applicable to your participation in the Club and use of the Club benefits. These Terms may be changed at any time without notice and any such changes are effective when posted on this Site.

1. Eligibility

To participate in the Club, obtain your Smart Savers Club card in accordance with the on-screen instructions at the Site. Participation in the Club is limited to individuals who are VIRGINIA529 account owners. Limit one (1) Club card per account owner. Cards are non-transferable.

2. E-mail Communication

As part of the Club, you may receive e-mail communications from VIRGINIA529 concerning the Club, the status of your card, and/or certain other promotional opportunities relating to the Club. You affirmatively consent to receive these e-mails.

3. General Conditions

VIRGINIA529 reserves the right to alter or modify the Club at any time in its sole discretion without notice, including without limitation, the right to add, modify, delete or otherwise change any provision of these Terms or any procedure, discounts, participating merchant or any benefit of the Club. Since any changes will be posted on the Site, you should check the Site regularly. Your continued participation in the Club following any changes to these Terms constitutes your acceptance of such changes. VIRGINIA529 reserves the right to terminate the Club in its entirety at any time and for any reason without liability to itself or any third party. VIRGINIA529 reserves the right, in its sole discretion, to discontinue participation of any one in the Club who acts or is reasonably suspected of acting in any manner which is inconsistent with or violates these Terms.

4. Third Parties

Third parties ("Third Parties" or "Third Party") may provide certain discounts off the purchases of goods and services or giveaways ("Offers"). The Third Parties are independent entities and are unrelated to VIRGINIA529. In addition to these Terms, Offers are subject to additional specific Offer terms and conditions posted by VIRGINIA529 on the Site and any terms and conditions of the Third Party making the particular Offer through the Club. By selecting the Offer you agree to be bound by the additional VIRGINIA529 Offer terms and conditions and any Third Party's terms and conditions which may be obtained by contacting the Third Party. In addition, the Club may contain content supplied by Third Parties and links to Internet sites maintained by Third Parties, including content and links to merchant or

sports team sites. These sites (and any associated content) are provided exclusively by the Third Parties. VIRGINIA529 make no representations or warranties with respect to such sites and disclaim liability for any activities on such sites. Third Party content and links are included solely for the convenience of users and do not constitute any approval, endorsement or warranty by VIRGINIA529. Moreover, VIRGINIA529 is not responsible for the accuracy, completeness, or reliability of Third Party information and you assume sole responsibility for the use of Third Party information. Any agreements, transactions, or other arrangements made between you and such Third Party are made solely at your own risk. VIRGINIA529 IS NOT LIABLE FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF ANY INTERACTION BETWEEN YOU AND A THIRD PARTY ACCESSIBLE THROUGH THE CLUB. ALL MATTERS RELATING TO SUCH THIRD PARTIES AND THEIR GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO THE DELIVERY OF SUCH GOODS AND SERVICES, RETURNS AND WARRANTIES, ARE SOLELY AND STRICTLY BETWEEN YOU AND THE THIRD PARTY. YOU ACKNOWLEDGE THAT VIRGINIA529 DOES NOT ENDORSE OR WARRANT THE THIRD PARTY OFFERS, OR ANY GOODS OR SERVICES THAT ARE ACCESSIBLE THROUGH THE CLUB.

5. Disclaimer and Limitations

VIRGINIA529 will not be responsible for any loss, injury or damage of any kind incurred by you or anyone else in connection with (i) your participation in the Club or (ii) any Offer made from a Third Party through the Club. YOU EXPRESSLY AGREE THAT YOUR USE OF THE CLUB IS AT YOUR SOLE RISK. VIRGINIA529 DOES NOT WARRANT THAT ACCESS TO THE CLUB WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE CLUB, OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICE, OR MERCHANDISE PROVIDED THROUGH THE CLUB. THE CLUB IS OFFERED "AS IS" AND "AS AVAILABLE." VIRGINIA529 DOES NOT MAKE ANY WARRANTIES EXPRESS OR IMPLIED WITH RESPECT TO THE CLUB AND VIRGINIA529 HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, REGARDING THE CLUB, AND ANY PURCHASES OR REWARDS, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. IN ADDITION, VIRGINIA529 DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ACCESSIBLE VIA THE CLUB SITE IS ACCURATE, COMPLETE, OR CURRENT. VIRGINIA529 IS NOT RESPONSIBLE FOR TYPOGRAPHICAL ERRORS REGARDLESS OF SOURCE. VIRGINIA529 SHALL NOT BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, COMPENSATORY, PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY, STATUTORY RIGHTS OR ANY OTHER BASIS ARISING OUT OF, OR CONNECTED WITH, THE CLUB, PURCHASES, GIVEAWAYS OR THIRD PARTIES, EVEN IF VIRGINIA529 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES WERE FORESEEABLE.

6. Indemnity

You agree to defend, indemnify and hold harmless VIRGINIA529 from any and all liabilities, penalties, claims, causes of action and demands brought by any party (including costs, expenses and attorneys' fees) resulting from or relating to: (a) your breach of these Terms, or (b) your use of or inability to use

the Club. This agreement to defend, indemnify and hold harmless VIRGINIA529 applies whether the claim against VIRGINIA529 is based in contract or tort (including strict liability), and regardless of the form of action.

7. Miscellaneous

The Club is subject to all applicable laws and regulations and is void where prohibited by law. All interpretations of these Terms as well as questions or disputes regarding participation in the Club shall be resolved by VIRGINIA529 in its sole discretion. VIRGINIA529s decisions and interpretations of these Terms shall be final and binding. While VIRGINIA529 will use its best efforts to ensure accuracy of Club information, printing errors occasionally occur. VIRGINIA529 reserves the right to correct such errors at any time. These Terms constitute the entire understanding between VIRGINIA529 and you with respect to the Club, and supersede any and all prior communications, whether written or oral. If any provision of these Terms is found by a court of competent jurisdiction to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severed from these Terms and shall not affect the validity and enforceability of the remaining provisions. No waiver by VIRGINIA529 of any breach or default of these Terms shall be deemed a waiver of any preceding or subsequent breach or default. The failure of VIRGINIA529 to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

8. Governing Law/Jurisdiction

Except where prohibited, you agree that (i) Virginia law governs the interpretation of these Terms regardless of conflict of laws principles; and (ii) you irrevocably consent to the exclusive jurisdiction and venue of the state courts in City of Richmond, Virginia for all disputes arising out of or relating to the Club.