Official Rules

What Can a 529 Do For You ("Sweepstakes") NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND INCLUDING A CONTRIBUTION TO A 529 SAVINGS ACCOUNT WILL NOT INCREASE YOUR CHANCE OF WINNING. WINNERS MUST HAVE OR SET UP A 529 ACCOUNT IN ORDER TO RECEIVE PRIZE

- **1.** Eligibility: Participation is open only to individual, legal residents of the fifty (50) United States or District of Columbia who are at least 19 years old as of the date of entry, have a valid Social Security Number and who are not otherwise ineligible to enter this Sweepstakes pursuant to any State or Federal law or these Official Rules (an "Entrant"). This Sweepstakes is void where prohibited or restricted by law. The Sweepstakes is sponsored by the College Savings Plans Network (the "Sponsors"). Employees, staff, officers, directors, agents, board members and representatives of the Sponsor, or any subsidiary, affiliated company, advertising and promotion agencies, website providers of any of them or other parties involved in any aspect with the creation, production, operation execution and fulfillment of the Sweepstakes (collectively "Releasees"), and each of their respective immediate family members (spouse, parents, children and siblings, and their respective spouses, regardless where they live) and individuals living in the same households of the above, whether or not related, are not eligible to enter or win. Each Entrant, by participating in the Sweepstakes and each Beneficiary by accepting a Prize agrees to be bound by these Official Rules and Sponsor's decisions. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations
- 2. To Enter: The entry period for the Sweepstakes will begin at 12:00 A.M. EST on September 1, 2023, and ends on 11:59:59 EST on October 1, 2023 ("Sweepstakes Period"). During the Sweepstakes Period, an Entrant may enter the Sweepstakes by completing and submitting the What Can A 529 Do For You College Savings Month Sweepstakes form (the "Form") located at [https://www.collegesavings.org] (an "Online Entry"). In order to be a valid Online Entry, each Online Entry must include all required fields set forth in the Form including but not limited to the Entrant's first and last name, a valid email address, valid phone number, a testimonial on how can or how has a 529 Direct Plan Savings account benefit/benefited the Entrant. In addition, an Entrant may enter the Sweepstakes by mailing a 4" x 6" postcard with the Entrant's first and last name, date of birth, a valid email address, valid phone number, to [What Can a 529 Do For You], College Savings Plans Network, 1201 Pennsylvania Ave NW, Ste 800 Washington DC 20004 (a "Mailed Entry" and together with "Online Entry" each an "Entry"). There is a limit of one Entry per Entrant during the Sweepstakes Period regardless of entry method. Multiple Entries may disqualify all related Entries.

Entries that are incomplete, ineligible, or non-compliant with these Official Rules, in Sponsor's sole discretion, may be void. All Online Entries must be received by representatives of the Sponsor during the Sweepstakes Period and all Mailed Entries must be postmarked during the Sweepstakes Period and received by Sponsor by October 7, 2023. Responsibility for filling out and receipt of Entry by Sponsor representatives rests solely with the Entrant. Proof of submission will not be deemed proof of receipt by Sponsor representatives. Sponsor is not responsible for incorrect, inaccurate, incomplete, or illegible Entry forms or forms which are damaged, lost or stolen. All submitted Entries, including the testimonials contained therein become property of the Sponsor and may be used by the Sponsor in its sole discretion including in publicity and marketing materials. Entry's which are selected to win a Prize will be reviewed by the Sponsor to ensure compliance with the Official Rules. The Sweepstakes is not a recommendation to invest in a 529 Direct Plan Savings account.

- 3. Selection and Notification of Winners: On or about October 8, 2023, nine (9) Entries will be selected by Sponsor by random drawing, from among all eligible Entries received by the Sponsors. The Entrant of each selected Entry will be contacted by email no later than October 19, 2023 ("Prize Notification Email"). Each Entrant will have two (2) Business Days to claim their Prize by contacting the Sponsor as set forth in the Prize Notification Email. After Entrant has contacted Sponsor and confirmed Entrant's information, Sponsor will send a W-9 tax form and a Recipient Acknowledgement of Terms of Award and Release form ("Prize Documentation") to Entrant, which Prize Documentation will request, amongst other information, for Entrant to designate a beneficiary to receive the Prize (the "Beneficiary") and provide the Beneficiary's 529 Direct Savings Plan account information and number. Entrant must return the completed Prize Documentation to Sponsor within ten (10) Business Days, If a selected Entrant does not contact the Sponsor within two (2) Business Days of receiving the Prize Notification Email or return the completed Prize Documentation within ten (10) Business Days of receiving, Entrant may forfeit their Prize. Sponsor is not obligated to make any additional attempts to contact Entrant, although may in its sole discretion. If an Entrant forfeits their Prize, or the designated Beneficiary is not eligible to receive a Prize under any State or Federal law, under these Official Rules or otherwise, then a new Entry will be selected at random to be a winning Entry. The Prize will only be distributed to a Beneficiary who is eligible to receive a Prize under State and Federal law and these Official Rules. Sponsor is not responsible for Entrant providing incorrect contact information for a
- 4. Odds: The odds of winning depend upon the total number of eligible Entries received.
- 5. Prizes: Each designated Beneficiary will receive by October 30, 2023 (or as soon as practically possible thereafter once an eligible Direct 529 Savings Plan account has been set up and Sponson has received Beneficiary's applicable account information) \$529.00 deposited into their 529 Direct Plan College Savings account (each a "Prize"). There will be a maximum of 9 Prizes awarded in the aggregate amount of \$4,761. In the event that production, technical, seeding, programming, or any other reasons cause more than 9 Beneficiaries to be selected to receive a Prize, the Sponsor, in its sole discretion, reserves the right to only award a Prize to 9 of the selected Beneficiaries in an amount not to exceed \$4,761 in its discretion or at random. The total value for all Prizes awarded is \$4,761. No interest will be paid for the time between the date of the drawing and the receipt of the Prize. Prizes are non-transferable, are subject to the rules and regulations applicable to 529 Direct Plan College Savings accounts and cannot be exchanged or substituted for another Prize or any other thing of value; provided that Sponsor in its sole discretion may substitute a prize of comparable value. The Prizes may be considered income to the Beneficiary or his or her parent or legal guardian, and any taxes resulting from the receipt of the Prizes are the responsibility of such party. Beneficiaries (or their parents or legal guardians) should consult their tax advisor regarding the tax consequences of accepting a Prize. Sponsor is not qualified to give tax advice and nothing in these Official Rules nor any communication from Sponsor regarding this Sweepstakes or otherwise shall be deemed tax advice.

Selected Entrants and Beneficiaries are responsible for any ancillary costs associated with the designation or acceptance of a Prize including any postage or delivery fees associated with the delivery of the Prize or the Prize Documentation or any other costs and expenses not expressly stated herein as being provided in conjunction in with the delivery of the Prize. Selected Entrants and designated Beneficiaries must comply with these Official Rules, designated Beneficiaries must have a Direct 529 Savings Plan already set up or have a Direct 529 Savings Plan set up for the benefit of the Beneficiary and Entrant must provide to Sponsor the applicable account information (including account number) within ten (10) Business Days of receiving the Prize Documentation and provide all other documentation requested or required by the

Sponsor to confirm compliance with these Official Rules and the designated Beneficiary's eligibility to receive a Prize prior to Sponsor distributing the Prize. Failure to comply with these Official Rules or provide any information set forth herein may lead to the forfeit of the Prize. Sponsor reserves the right to withhold a Prize or remove the Prize from the relevant Direct 529 Savings Plan if Sponsor discovers incorrect information about the Entrant, the Beneficiary, Direct 529 Savings Plan or otherwise were provided to the Sponsor, eligibility criteria were not met, or Entrant or Beneficiary did not otherwise comply with these Official Rules.

6. Prize Eligibility and Restrictions. In order for a designated Beneficiary to be eligible to receive his/her Prize, the selected related Entrant must (i) return the completed Prize Documentation, in Sponsor sole discretion, to the Sponsor as set forth herein, and (ii) Beneficiary must have open a Direct 529 Savings Plan for his or her benefit all within 10 Business days of receiving the Prize Documentation. Beneficiaries (or their parents or legal guardians) may also be required to sign a release as set forth herein prior to the distribution of the Prize. The Prize will only be disbursed to the Direct 529 Savings Plan account when the Entrant provides the Sponsor with completed Prize Documentation and relevant account information for the designated Beneficiary and, except whereas prohibited by law, Beneficiary (or their parent or legal guardians) have signed and returned any releases required by the Sponsor including but not limited to a publicity release and/or release of liability. Each designated Beneficiary (and his or her parent or legal guardian if applicable) is bound by all rules and obligations relating to Direct 529 Savings Plan accounts. Any disbursement of funds from a Direct 529 Saving Plan account may only be used for those purposes as set forth in the Direct 529 Savings Plan rules and regulations. Designated Beneficiaries (or their parents or legal guardians) should carefully read the rules, regulations and restrictions for Direct 529 Savings Plans accounts prior to accepting a Prize. Compliance with Direct 529 Saving Plan accounts rules, regulations, and restrictions are the responsibility of the selected Beneficiary (or their parent or legal guardian). All questions regarding Direct 529 Savings Plan accounts should be directed to the Sponsor.

If the Entrant of a selected Entry (i) does not contact the Sponsor within two (2) Business days of receiving the Prize Notification Email, or (ii) return the Prize Documentation with ten (10) Business Days of receiving the Prize Documentation or (a) the designated Beneficiary does not have set up within ten (10) Business Days of Entrant receiving the Prize Documentation an eligible Direct 529 Saving Plan account for the benefit of the Beneficiary, (b) Entrant does not provide the account information and number for Beneficiary's 529 Direct Plan Savings Account to the Sponsor within ten (10) Business days of receiving the Prize Documentation, (c) the Entrant on the selected Entry, the selected Entry, or the Beneficiary is not in compliance with these Official Rules or (d) designated Beneficiary is ineligible to receive a Prize (by law or otherwise), the selected Entrant and designated Beneficiary will forfeit the Prize and a new Entry will be drawn at random as set forth in Section 3 above. A selected Entrant or designated Beneficiary is not entitled to a Prize until the Sponsor has verified (in its sole discretion) that the designated Beneficiary is eligible under these Official Rules to receive a Prize, the Entrant of the selected Entry has returned the Prize Documentation completed to Sponsor's satisfaction, Beneficiary has open a Direct 529 Savings Plan for the benefit of the Beneficiary to receive the Prize (and such account information and number have been sent to the Sponsor in the timeframes set forth hereunder) and Sponsor has notified the selected Entrant that all materials have been received and such verification is complete. Sponsors decisions are final in all matters relating to the Sweepstakes including but not limited to the drawing, eligibility and awarding of Prizes.

- 7. Release: Each Entrant by entering the Sweepstakes and each designated Beneficiary, or their parent or legal guardian on their behalf, by accepting a prize, agrees, except where prohibited by law, (i) that Releasees and any Social Media Platforms (as defined in Section 11) will not have liability whatsoever for and (ii) to release and discharge, hold harmless and indemnify Releasees and any Social Media Platforms and all others associated with the development and execution of this Sweepstakes, from, any and all liability that may be imposed or associated with this Sweepstakes or the receipt or use of the Prizes, and from and against any and all claims, actions, proceedings, and liability for any damages, expenses, fees, injury, or losses sustained in connection with (directly or indirectly) the Sweepstakes or acceptance, possession, use, misuse or nonuse of a Prize.
- 8. Publicity: Except where prohibited by law, by entering the Sweepstakes, Entrants and by accepting a Prize, Beneficiaries, or their parents or legal guardians on their behalf, grant to Sponsors and their respective designees the right to publicize the Entrant's and Beneficiary's name, address, photograph, image, likeness, voice, statements, submission and certain biographical information in all manner and media, worldwide and in perpetuity, for advertising, trade and promotion purposes, worldwide and in perpetuity, in any and all forms of media, now known or hereafter devised (including, without limitation, the Internet), without credit or compensation, and without opportunity for review. Beneficiaries (or their parents or legal guardians) may be required to sign a release confirming Sponsor's use of such information prior to distribution of the Prize. By submitting an entry each Entrant, regardless of whether such Entrant is selected as a winner, expressly consents to the Sponsor using Entrant's testimonial and other information in any marketing materials including providing such testimonials on its website and social media pages.
- 9. Limitations of Liability: By entering the Sweepstakes, Entrants, and by accepting a Prize, Beneficiaries and their parents and legal guardians, hereby agree that Releasees are not responsible for technical, computer, mechanical, printing, typographical, human or other errors relating to, or in connection with the Sweepstakes, including, without limitation, errors which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the Prizes or in any Sweepstakes-related materials; or for stolen, lost, late, misdirected, damaged, incomplete, inaccurate, undelivered, delayed or illegible entries or postage due entries or mail; or for electronic, computer, or telephonic malfunction or error, failure to enter into the processing system, or are processed, reported, or transmitted late or incorrectly, or are lost for any reason, including computer, telephone, paper transfer, or human or other error. If, in Sponsors' opinion, there is any suspected or actual evidence of tampering with any portion of the Sweepstakes, Sponsors, at their sole discretion, reserve the right to disqualify any individual who tampers with the Sweepstakes, and/or void any entries submitted fraudulently, to modify or suspend the Sweepstakes, or to terminate the Sweepstakes and conduct a random drawing to award the Prizes using all eligible, non-suspect entries received as of the termination date. As a condition of entering the Sweepstakes, Entrants agree that: (1) any and all disputes, claims, and causes of action arising out of or in connection with this Sweepstakes, or any prizes awarded, shall be resolved individually, without resorting to any form of class action; (2) except where prohibited by law, any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes shall be resolved exclusively by arbitration pursuant to the rules of the American Arbitration Association then effective; (3) to the extent disputes are not resolved by arbitration under subparagraph (2) above, any judicial proceeding shall take place in a federal or state court within the District of Columbia; (4) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in

no event attorneys' fees; and (5) under no circumstances will Entrant or Beneficiary be permitted to obtain awards for, and each Entrant and Beneficiary hereby waives all rights to claim punitive, incidental, and consequential damages, and any other damages, other than for actual out-of-pocket expenses (i.e., reasonable costs associated with entering this Sweepstakes), and each Entrant and Beneficiary further waives any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrants, Beneficiaries and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with the laws of the District of Columbia without giving effect to any choice of law or conflict of law, rules or provisions (whether of the District of Columbia or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the District of Columbia. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision so long as the general intent of these Official Rules remains in effect. In the event that any such provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision were not contained therein. Sponsors reserve the right to modify Prize award procedures.

10. Entrant's Personal Information: Information collected from Entrants or Beneficiaries will be maintained by the Sponsors and their respective representatives in accordance with Sponsor's privacy policy (which can be found at https://www.collegesavings.org/privacy-policy/) and all applicable federal and state consumer privacy laws, rules, and regulations. Information Entrants or Beneficiaries (or their parents or legal guardians) provided to Sponsor will be used to communicate with Entrants and Beneficiaries regarding this Sweepstakes and otherwise as set forth in these Official Rules, as well as to contact Entrants or Beneficiaries at a later date with respect to products or services with the Sponsor believes may be of interest to them. Entrants will be given the opportunity to opt out of receiving additional communications. By submitting an Entry or accepting a Prize, all Entrants and Beneficiaries (or their parents or legal guardians on

their behalf) acknowledge and agree that the personal information that they have provided will be maintained and used by the Sponsor in accordance with the Sponsor's privacy policy.

- 11. Third Party Social Media Platforms. It is intended that the Sweepstakes will be advertised on third party social media platforms. Each Entrant by entering the Sweepstakes hereby acknowledges that the Sweepstakes is not in any way sponsored, endorsed or administered by or otherwise associated with any such third party social media platforms, including, but not limited to, Facebook, Meta, Instagram, Google Plus, Twitter and LinkedIn ("Social Media Platforms") and each Entrant agrees to fully release and hold all such Social Media Platforms harmless for any liability related to the Sweepstakes. Entrants agree to send any questions or complaints regarding the Sweepstakes to the Sponsor and not to any Social Media Platforms
- **12.** Copy of the Official Rules/List of Winners: For a copy of the Official Rules or a list of winners' names (available after, on or about October 30, 2023), send your request, and a separate self-addressed, stamped envelope to: College Savings Plans Network, 1201 Pennsylvania Ave NW, Ste 800 Washington DC 20004. Winners will also be posted on Sponsor's website at: https://www.collegesavings.org
- 13. Changes to Sweepstakes: Sponsor reserves the right to cancel or alter the Sweepstakes at time (including providing a Prize of equal value) and substitute another promotion in its place.
- **14. Sponsor:** College Savings Plans Network (National Association of State Treasurers), 1201 Pennsylvania Ave NW, Ste 800 Washington DC 20004. Any questions, comments or complaints regarding the Sweepstakes should be directed at the Sponsor at the above address.