

## **\$1,000 ABLEnow® Account Sweepstakes**

**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 one (1) contributions of \$1,000 to an ABLEnow® account (Sweepstakes). ABLEnow is an Internal Revenue Code Section 529A qualified ABLE program. A Section 529A ABLE account is an individual savings account for eligible individuals with certain disabilities intended specifically for the payment of qualified disability expenses. Customers are encouraged to obtain all enrollment materials, including the Program Description, by calling 1-844-669-2253 or by downloading them from [able-now.com](http://able-now.com) and to read them carefully before investing. For residents of states other than Virginia: your state of residence may sponsor an ABLE plan that offers state income tax or other benefits not available to you through ABLEnow.

### **Prize:**

One (1) randomly selected winner will win one (1) contribution of \$1,000 to a new ABLEnow account or an existing ABLEnow account (Prize). The Prize value is \$1,000. ABLEnow accounts have specific eligibility requirements for Account Owners as set out in the ABLEnow Program Description and Custodial Account Agreement.

### **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 18 years old or older at time of entry to enter.
2. Must meet all ABLEnow account owner eligibility requirements set out in the ABLEnow Program Description and Custodial Account Agreement including, but not limited to, only owning one qualified ABLE account (the ABLEnow account).
3. Employees of Virginia529, as well as its 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 to be named as the beneficiary of the Prize.

### **Timing:**

1. The Sweepstakes begins November 10, 2019 at 12:00 am ET and ends on December 15, 2019 at 11:59 pm ET (Sweepstakes Term). During the Sweepstakes Term entries will only be accepted electronically by visiting [able-now.com/enter](http://able-now.com/enter) during the Sweepstakes Term, completing the online entry form, and submitting it to receive one (1) entry into the Sweepstakes. Virginia529's computers are the official timekeeper for the Sweepstakes. Odds of winning depend on number of entries received. **One entry per person.**
2. Winner will be selected at random from all eligible entries on or about December 18, 2019. Virginia529 will use its best efforts to notify the winner by phone or email on or about December 20, 2019. Submitted entries become the property of Virginia529.

## **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, waivers and releases. Winner agrees to complete and execute necessary documents to open an ABLEnow account with Virginia529 and to provide additional documents as required by Virginia529. The ABLEnow account application must be received by Virginia529 within 90 days from date of Prize notification or Prize is forfeited.
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 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 ABLEnow Privacy Policy. The ABLEnow Privacy Policy is available at [able-now.com](http://able-now.com) and entrant is responsible for reviewing a copy of the ABLEnow 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 the ABLEnow Privacy Policy.
3. 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.
4. 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.
5. 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 Chesterfield, Virginia and hereby consents to jurisdiction of same.
6. This Sweepstakes is subject to all applicable federal, state and local laws. Void where prohibited.
7. 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.

8. 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.

9. 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.

10. For a copy of these Sweepstakes Terms & Conditions and/or the Winner's name, send your request and a self-addressed stamped envelope to General Counsel, Virginia College Savings Plan, 9001 Arboretum Parkway, North Chesterfield, Virginia 23236.