

## **CollegeCounts 529 “529 Day Giveaway” OFFICIAL RULES**

### **NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS GIVEAWAY.**

- No purchase necessary to enter or win a prize. Winners must set up a CollegeCounts 529 account for the eligible child beneficiary to obtain the \$529 prize money.
- A purchase will not improve your chances of winning.
- Void where prohibited or otherwise restricted by law.
- Participation requires internet access.
- Subject to all federal, state and local laws.

### **ELIGIBILITY:**

CollegeCounts 529 “529 Day Giveaway” (“Giveaway”) is open to only persons who, as of date of entry, are legal residents of Alabama and are at least 19 years of age or older.

Eligible participants in this Giveaway are parents, grandparents, or legal guardians to children born between **12:01 a.m. CT May 29, 2022** and **11:59 p.m. CT May 29, 2023**, and who are residents of Alabama.

Employees and staff of Union Bank & Trust Company and the State of Alabama Treasury – CollegeCounts (“Sponsor”), as well as any subsidiary and affiliated companies, advertising and promotion agencies, website providers or other parties involved in any aspect with the creation, production, operation, execution and fulfillment of the Giveaway and the immediate family (parents, spouses, children, siblings, in-laws or grandparents), and/or those living in the same household (whether or not related) of each are not eligible to win.

### **HOW AND WHEN TO ENTER:**

The Giveaway begins at **12:01 a.m. CT May 26, 2023**, and ends at **11:59 p.m. CT on July 16, 2023**. (“Promotion Period”)

To enter the Giveaway during the Promotion Period:

- 1) Visit [collegecounts529.com/giveaway](https://collegecounts529.com/giveaway) and complete the required fields of the entry form during the Promotion Period listed above.
- 2) You must enter through the online entry form and complete information accurately to the best of your ability.

### **LIMIT:**

Limit of one (1) entry per eligible entrant per eligible child. Eligible children must be born during the period of **12:01 a.m. CT May 29, 2022 through 11:59 p.m. CT May 29, 2023**. All entries must be received by 11:59 p.m. CT on July 16, 2023.

Entries that are incomplete or non-compliant with these Official Rules will be void. Proof of submission will not be deemed to be proof of receipt by Sponsor. Responsibility for receipt of entry rests solely with the Entrant. Sponsor is not responsible for incorrect, inaccurate or incomplete entry of information or for entries which are damaged or otherwise defective or lost due to any reason, all of which will be voided.

Mass entries or entries generated by a script, macro or use of automated methods will be disqualified. If for any reason the Giveaway is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or other causes that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Giveaway, Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Giveaway. If canceled, Sponsor reserves the right at its discretion to determine the Winners using all non-suspect eligible entries received up to the time of cancellation.

Sponsor is not responsible for failed, partial or garbled computer transmissions, or for technical failures of any kind, including but not limited to electronic malfunction or damage of any network, hardware or software. No responsibility is assumed for: any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of entries; any problems or technical malfunctions of any telephone network or lines, computer online systems, servers, providers, computer equipment, or software or failure of any email or electronic entry to be received on account of technical problems or traffic congestion on the Internet or at any Website, or any combination thereof, including but not limited to any injury or damage to Entrant's or any other person's computer related to or resulting from participation in this Giveaway.

All entries and submissions become the property of Sponsor.

### **CONDITIONS FOR AWARDING PRIZE**

Winner must meet all eligibility requirements. In the event Winner is deemed ineligible, then an alternate winner will be selected at random from eligible entries received.

### **PRIZE**

Twenty-nine (29) grand prizes of a \$529 contribution into one (1) CollegeCounts 529 Fund account where the eligible child is named as the designated beneficiary of the account.

Each Grand Prize Approximate Retail Value ("ARV"): \$529.00. Total prize value for all Grand Prizes to be awarded is \$15,341.00. Winner is solely responsible for costs associated with any and all transportation in relation to acceptance of Grand Prize. Sponsor is not responsible for any postponements or cancellations associated with any prize element. Costs and expenses associated with prize acceptance and use not specifically stated herein as being provided are the sole responsibility of the winner. All expenses not expressly stated in the Prize description are the sole responsibility of the Prize Winner. All Prizes are provided "as is" and without any warranty of any kind. All Prizes are non-transferable and non-assignable, except at Sponsor's sole discretion. No cash redemption or prize substitution allowed by Prize Winner.

No interest will be paid for the time between the date of the drawing and the receipt of the prize. Winner(s) and/or winner(s)' parent or legal guardian are responsible for the reporting and payment of all federal, state and local taxes incurred by the acceptance of the prize.

Acceptance of prize constitutes permission to the sponsor and its agents to use winner's name and/or likeness for purposes of advertising and trade without further compensation, unless prohibited by law. If any of the prizes cannot be awarded due to circumstances beyond the control of the Sponsor, a substitute prize of equal or greater retail value will be awarded.

CollegeCounts 529 Fund® – CollegeCounts 529 Fund is a registered service mark of the Alabama State Treasurer's Office.

**PRIZE DRAWING:**

Twenty-nine (29) Grand Prizes will be awarded after the Promotion Period. Winners will be selected in a random drawing from all eligible entries received after the conclusion of the registration period, 11:59 p.m. CT July 16, 2023.

Winners will be notified by a response to their entry no later than July 31, 2023. Winners will be contacted via their contact as indicated on the Giveaway entry form. Three (3) attempts to contact the potential prizewinner by email or by phone will be made. Actual means of notification to be determined by Sponsor at its sole discretion. If a potential prize winner is unable to be reached within seven (7) days of the third contact attempt, or does not open a CollegeCounts 529 Fund account within twenty-one (21) days of being notified of winning a prize, that potential winner will be disqualified and an alternate winner will be selected. If receipt of the prize is restricted by law or employment policy applicable to a potential winner or potential winner's family (parents, children, siblings and spouse) and member of the households (whether or not related) of each, that potential winner will be disqualified and another winner will be selected.

The winner must sign and return a CollegeCounts 529 Fund Enrollment Form or complete an online Enrollment Form available on [CollegeCounts529.com](http://CollegeCounts529.com) within twenty-one (21) days of being notified of winning the prize. Each winner will also be required to submit a form of documentation stating that the eligible child was born during the period of **12:01 a.m. CT May 29, 2022 through 11:59 p.m. CT May 29, 2023**. This can be in the form of a government issued birth certificate or a commemorative birth certificate issued by the birthing hospital.

Winner must meet all eligibility requirements and must provide appropriate information. By accepting the Prize, Winner acknowledges compliance with these Official Rules.

Sponsor shall have no liability or responsibility to award any prize where (a) any required Prize Documents are not fully executed and received by sponsor at the designated address by the due date specified in Prize Documents; or (b) if any mail or email addresses to the potential winner is returned to Sponsor as undeliverable without a forwarding address or if potential winner cannot be contacted for any reason; or (c) potential winner is deemed ineligible or otherwise non-compliant with any aspect of these Official Rules. Non-compliance will result in disqualification of the potential prizewinner and the selection of an alternate prizewinner.

Eligible winners must accept the prize by depositing the \$529 contribution into a CollegeCounts 529 Fund account no later than **December 31, 2023 at 11:59 p.m.** Any prize not claimed or accepted by December 31, 2023 will be forfeited. Sponsor will have no liability or responsibility for forfeited prizes or to winners of forfeited prizes.

**ODDS:**

Odds of winning will depend upon the total number of entries received during the Promotion Period.

**OTHER CONDITIONS**

All federal, state and local laws and regulations apply. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend this Giveaway or any portion hereof, or to disqualify any individual implicated in any of the following actions, if for any reason: (a) infection by computer virus, bugs, tampering, unauthorized intervention, actions by Entrants, fraud, technical failures, or any other causes, in Sponsor's sole opinion, corrupts or affects the administration, security, fairness, integrity or proper conduct of the Giveaway; (b) the Giveaway or any website associated therewith (or any portion thereof) becomes corrupted or does not allow the proper processing of entries per these Rules; or (c) the Giveaway is otherwise not capable of running as planned.

By entering, Entrants agree to release and hold harmless Sponsor, and its parents, subsidiaries, affiliates, divisions, advertising and promotional agencies, wholesalers and retailers, contractors, subcontractors, and each of the foregoing entities' employees, officers, directors, shareholders and agents, and Facebook (collectively, the "Released Parties"), from and against any and all claims, actions and/or liability for any injuries or death, loss or damage of any kind arising from or in connection with participation in and/or entry into the Giveaway or acceptance, delivery, or use of any Prize, including, without limitation, the Grand Prize. The Released Parties are not responsible or liable for any incorrect or inaccurate entry information, and assume no responsibility for (i) any error, omission, interruption, defect or delay in operation or transmission at any website, (ii) failure of any entry to be received by Sponsor due to technical problems, human error or traffic congestion on the Internet or at any website, (iii) communications line, hardware and/or software failures, (iv) damage to any computer (software or hardware) resulting from participation in the Giveaway, (v) theft or destruction of, tampering with, unauthorized access to, or alteration of entries and/or entry information, or (vi) entries which are late, lost, stolen, damaged, illegible and/or unintelligible (or any combination thereof). By entering, Entrants agree to comply with these Official Rules. Any Entrant who attempts to tamper with this Giveaway in any way shall be disqualified. Additional restrictions may apply.

**PUBLICITY RELEASE**

By entering, you acknowledge and agree that Sponsor may contact you regarding your entry and for future promotional offers and that Sponsor may use Entrant's name and likeness on the Website and in advertising and promotion for Sponsor without compensation, credit or right of review or approval. Acceptance of any Prize constitutes Winner's consent to use, publish and reproduce for all purposes, including publicity, promotion and advertising, in any media (including online and offline), the Winner's name, city, photograph, likeness, voice and image, and Submission in perpetuity without

compensation where not prohibited by law, credit or right of review or approval.

**LIMITATION OF LIABILITY:**

No liability is assumed for illegible or incomplete entry information or for telephone-related technical difficulties or for technical, hardware, or software malfunctions, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications whether caused by the sender or by any of the equipment or programming associated with or utilized in this giveaway or by any human error which may occur in the processing of the entries in this Giveaway or any late or misdirected mail. Sponsor will have no liability or responsibility for forfeited prizes or to winners of forfeited prizes. If, in the Sponsor's opinion, there is any suspected or actual evidence of tampering with any portion of the Giveaway, or if technical difficulties compromise the integrity of the Giveaway, or an unauthorized intervention or any other cause adversely affects the proper administration, play or conduct of the Giveaway, the Sponsor reserves the right, at its sole discretion, to (a) suspend or cancel the giveaway in part or its entirety; (b) void any suspected entries; and/or (c) conduct a random drawing to award the prizes using all the entries received prior to suspension or cancellation. Sponsor is not responsible for any typographical or other errors in the printing of these Official Rules or any materials associated with the administration of the Giveaway or the announcement of the prize.

**DISPUTES / ARBITRATION / CHOICE OF LAW:**

As a condition of participating in this Giveaway, each entrant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with this Giveaway, 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 Giveaway 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 State of Alabama; (4) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Giveaway, but in no event attorneys' fees; and (5) under no circumstances will entrant be permitted to obtain awards for, and entrant 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 Giveaway), and entrant 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 entrant and Sponsor in connection with the Giveaway, shall be governed by, and construed in accordance with the laws of the State of Alabama without giving effect to any choice of law or conflict of law, rules or provisions (whether of the State of Alabama or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of Alabama. 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.

**PRIVACY:**

Information entrants provide to Sponsor will be used to communicate with Entrants regarding this Giveaway and otherwise as set forth in these Official Rules, as well as to contact Entrants at a later date with respect to products or services which the Sponsor believes may be of interest to them. Entrants will be given the opportunity to opt out of receiving additional communication. By submitting an entry, all Entrants acknowledge and agree that the personal information that they have provided will be maintained by the Sponsor, all in accordance with the Sponsor's Privacy Statement available at [CollegeCounts529.com](http://CollegeCounts529.com).

**SPONSOR:**

CollegeCounts 529 "529 Day Giveaway" is sponsored by CollegeCounts 529 Fund, PO Box 85290, Lincoln, NE 68501. Any questions, comments or complaints regarding the Promotion should be directed to Sponsor. Sponsor reserves the right to cancel the Giveaway at any time and substitute another promotion in its place.