"National 529 College Savings Day" Sweepstakes Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

Participation constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules. The "National 529 College Savings Day" Sweepstakes begins at 12:00 a.m., Eastern Time ("ET") on April 28 and ends at 11:59 p.m., ("ET") on May 28, 2014 ("Sweepstakes Period"). Sweepstakes is sponsored by Florida Prepaid College Foundation, 1801 Hermitage Blvd., Suite 210, Tallahassee, FL 32308 ("Sponsor").

ELIGIBILITY: The "National 529 College Savings Day" Sweepstakes ("the Sweepstakes") is open to legal residents of the United States including the District of Columbia and excluding New York, who has attained the age of majority in his or her state, territory or province of residence and is at least 18 years old as of the start date. Employees, officers and representatives of the Florida Prepaid College Foundation (the "Sponsor"), their parents, affiliates, subsidiaries, agents, advertising and promotion agencies, and American Sweepstakes & Promotion Co. Inc. ("ASC") (collectively, "Released Parties") and members of the immediate family (mother, father, sons, daughters and spouse, regardless of where they reside) and household members of each such employee, whether or not related, are not eligible to participate in the Sweepstakes. Participation constitutes entrant's full and unconditional agreement to and acceptance of these official rules. Void in Puerto Rico, New York and where prohibited by law.

HOW TO ENTER: During the Sweepstakes Period eligible participants may enter by visiting the Sponsor's website at <u>http://www.myfloridaprepaid.com/</u> and then clicking on the sweepstakes link. Once on the sweepstakes page they will need to complete all the required fields on the entry form and then submit their entry.

LIMIT one (1) Entry per person, per email address. Once submitted, an Entry cannot be deleted, canceled, or modified. Each properly completed and received form will receive one (1) Entry into the Sweepstakes. Incomplete entry or those containing incorrect information or those which do not follow the Official Rules will be voided. Proof of sending an entry will not be deemed to be proof of receipt by Sponsor. By participating in this Sweepstakes, entrants agree to be bound by these Official Rules and the decisions of the Sponsor which are final and binding in all matters relating to the Sweepstakes. Any personally identifiable information collected by the Sponsor during an entrant's participation in this Sweepstakes may be used by Sponsor, its respective affiliates, agents and marketers for purposes of the proper administration and fulfillment of the Sweepstakes as described in these Official Rules.

DRAWING AND NOTIFICATION: Ten (10) winners will be selected in a random drawing from among all eligible entries received on May 29, 2014, at 12 pm which will be conducted at the office of American Sweepstakes & Promotion Co. ("the Administrator"), an independent judging organization whose decisions are final and binding in all matters relating to the Sweepstakes. Odds of winning will depend on the total number of eligible entries received during the Sweepstakes Period. All winners will be contacted at the email address and/or telephone number that they provided on their entry form.

PRIZES: The Sponsor will award ten (10) winners who will each receive \$529 that will be given as a contribution to a Florida 529 Savings Plan in which the Sponsor will be the source of these funds. If a winner does not have an existing Florida 529 Savings Plan, they will need to open one at no charge. Each winner without an existing account will

need to complete and submit an application within 14 days as of being notified that they were selected as a winner. Each winner must choose an individual, either a child or adult, as the beneficiary of the Florida 529 Savings Plan. The beneficiary must be an individual who is a current U.S. citizen and for whom the winner expects to use the prize proceeds to help cover qualified higher education expenses at an eligible institution. After deposit of the \$529 prize into an existing or new Florida 529 Savings Plan, further contributions to that plan are the Account owner's personal decision and responsibility. Approximate Retail Value (ARV) of the total prize pool is \$5,290.

PRIZE VERIFICATION & CONDITIONS: By accepting a prize, each winner agrees to release and hold harmless the Released Parties, each of their related companies, and each of their respective officers, directors, employees, shareholders, and agents from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of the prize in question. If a prize or prize notification is returned as unclaimed or undeliverable to a potential winner, if potential winner cannot be reached within three (3) calendar days from the first notification attempt, if potential recipient fails to return requisite document within the specified time period, or if a potential recipient is not in compliance with these Official Rules, then such person shall be disqualified and an alternate Winner will be selected. All local, state and federal taxes are solely the responsibility of each winner. No substitution or transfer of prize or election of cash in lieu of prize will be permitted. The Sponsor reserves the right at its sole discretion to substitute any prize package with another prize of equal or greater value in the event that the prize (or any component thereof) is not available.

GENERAL: By accepting a prize, where permitted by law, recipient grants to the Sponsor its parent, subsidiaries and related companies, and those acting pursuant to the authority of Sponsor (which grant will be confirmed in writing upon Sponsor's request), the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation at any time the recipient's full name, portrait, picture, voice, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification. IN NO EVENT WILL SPONSOR, THEIR RESPECTIVE PARENTS, AFFILIATES, SUBSIDIARIES, ADVERTISING AND PROMOTION AGENCIES. DEALERS. DISTRIBUTORS. SUPPLIERS, PRIZE PROVIDER AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES AND AGENTS BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS SWEEPSTAKES OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZES. By participating, entrants release and agree to hold harmless the Sponsor, their respective parents, affiliates, subsidiaries, advertising and promotion agencies, dealers, distributors, suppliers, Prize provider and their respective directors, officers, employees, representatives and agents from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Sweepstakes or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of the Prize(s). Winner acknowledges that Sponsor have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prize.

INTERNET LIMITATIONS OF LIABILITY: If for any reason this Sweepstakes is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, Sponsor reserves the right, at

its sole discretion, to disgualify any individual who tampers with the entry process, and to modify the Sweepstakes at any time, without notice, as necessary to prevent or limit such actions, and award the prizes using all non-suspect eligible entries received. 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, or for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participation in the Sweepstakes or downloading any materials in the Sweepstakes. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. In the event of a dispute as to the identity of a winner based on an e-mail address, the winning entry will be declared made by the authorized account holder of the e-mail address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, on-line service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

USE OF DATA: Sponsor will be collecting personal data about entrants including e-mail addresses from entry forms in accordance with its Privacy Policy. Please review the Sponsor's Privacy Policy at the following link: <u>http://www.myfloridaprepaid.com/privacy-policy/</u>. By participating in the Sweepstakes and providing your e-mail address, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's Privacy Policy.

DISPUTES: Except where prohibited, you agree that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Florida. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules (whether of the State of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida.

WINNER LIST REQUESTS: To request confirmation of the name and address of the winners please send a self-addressed, stamped business size envelope by May 30, 2014 to: National 529 College Savings Day Sweepstakes Winners List c/o ASC, 300 State Street, Suite 402, Rochester, NY 14614.

ADMINISTRATOR: American Sweepstakes and Promotion Company, Inc. 300 State Street, Suite 402, Rochester, NY 14614.

SPONSOR: Florida Prepaid College Foundation, P.O. Box 6567, Tallahassee, FL 32314-6567.