

PROMOTION NAME: The 2022 Ultimate Treasure College Scholarship Giveaway (“Sweepstakes”)

DATES: Starts – 1/21/2022 - Ends – 2/6/2022 at 6:00 p.m., Eastern Time

OFFICIAL RULES

SWEEPSTAKES IS OPEN TO ONLY LEGAL RESIDENTS OF THE STATE OF FLORIDA OVER THE AGE OF 18 WITH CHILDREN OR GRANDCHILDREN BETWEEN THE AGE OF NEWBORN THROUGH 8th GRADE THAT HAVE FULLY AND SATISFACTORILY COMPLETED THE SCHOLARSHIP ENTRY REQUIREMENTS AND ARE OTHERWISE ELIGIBLE TO PARTICIPATE. THE SWEEPSTAKES SHALL BE CONSTRUED AND EVALUATED ACCORDING TO U.S. LAW.

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

SPONSORS:

Florida Prepaid College Board (“Sponsor” and “Source of Funds”)
1801 Hermitage Blvd., Suite 210, Tallahassee, FL 32308

The Florida Prepaid College Board does not provide tax or investment advice regarding its Florida Prepaid College Plans or Florida 529 Savings Plan. Florida Prepaid College Plans are financially guaranteed by the state of Florida, F.S. 1009.98(7). The Florida 529 Savings Plan carries no guarantees and it is possible to lose money, subject to market conditions.

ADMINISTRATOR: The Moore Agency, 2011 Delta Boulevard, Tallahassee, FL 32303

1. **PROMOTION PERIOD:** Sweepstakes begins at 12:00 p.m., Eastern Time on January 21, 2022 and ends at 6:00 p.m., Eastern Time on February 6, 2022 (“Sweepstakes Period”).
2. **TO ENTER:** During the Promotion Period, individuals wanting to enter the Sweepstakes (“Entrants”) can go to the Florida Prepaid College Board website at <https://www.myfloridaprepaid.com/scholarship/> (the “Website”) and click on the Sweepstakes banners, buttons, and/or links to access the online entry form for the Sweepstakes. By successfully transmitting a completed online entry form as directed, Entrants will receive one entry in the Sweepstakes. All information submitted online by Entrants is subject to, and will be treated in a manner consistent with, the Terms of Use for the Website which are accessible at: <https://www.myfloridaprepaid.com/terms-conditions/> and the Privacy Policy accessible at: <https://www.myfloridaprepaid.com/privacy-policy>. Entrants must fully

complete and submit all non-optional data requested on the online entry form to be eligible. Incomplete and/or inaccurate entries are void. All online entries must include a valid e-mail address and daytime telephone number (9:00 a.m. – 5:00 p.m., Eastern Time) for the Entrant. Online Entrants to the Sweepstakes may be given the option to receive (a) commercial e-mails from the Florida Prepaid College Board and/or Florida Prepaid College Foundation, and/or (b) mobile text messages and updates from the Florida Prepaid College Board and/or Florida Prepaid College Foundation; however, eligibility to participate in the Sweepstakes is not dependent upon the Entrant's consent to receive such e-mails and/or mobile text messages and updates and consenting to receive such e-mails and/or mobile text messages and updates will not impact any Entrant's chances of winning. Standard messaging rates apply to mobile text messages and updates. Entrants should check with his/her mobile service provider for more information.

3. **ELIGIBILITY:** Open to legal residents of the state of Florida over the age of 18 with children or grandchildren between the ages of newborn through 8th grade that have fully and satisfactorily completed the scholarship entry requirements and are otherwise eligible to participate at time of entry, except for employees of Florida Prepaid College Foundation, Florida Prepaid College Board, ABLE United, their affiliates, subsidiaries and agencies (collectively, the "Promotion Parties"), individuals engaged in the development, production, printing, or distribution of sweepstakes materials, and members of their immediate family or persons living in the same household. Entrant must have been a resident of Florida for at least 12 months prior to receiving notification of winning. Entrants must submit a Florida Prepaid College Plan Enrollment Application form for one (1) person between the ages of newborn through 8th grade in order to be eligible to win. Sweepstakes is subject to all applicable federal, state and local laws.
4. **RANDOM DRAWING:** Winners of the Grand Prize will be selected from among all eligible entries via a random drawing to be conducted on February 10, 2022, at 10:00 a.m. Eastern Time. The random drawing will be conducted in **The Moore Agency** offices located at: 2011 Delta Boulevard, Tallahassee, FL 32303. Administrator, whose decisions are final and binding in all matters, will conduct drawing. Odds of winning depend upon number of eligible entries received. Potential winners will be notified by email and phone at the address and number provided on the entry form. If a prize or prize notification is returned as unclaimed or undeliverable to a potential winner, if potential winner cannot be reached within 72 hours from the first notification attempt, if potential recipient fails to complete all required claim procedures within the specified time period, or if a potential recipient is not in compliance with these Official Rules, then such person shall forfeit the prize and an alternate Winner may be selected.

5. **PRIZES: Two (2) Grand Prize Winners: Each winner will receive a 2-Year Florida College Plan valued at approximately \$8,000.** A Florida Prepaid 2-Year Florida College Plan (the “Plan”) covers Tuition and other specified fees at any of 28 Florida public colleges for 60 credit hours.

Each Grand Prize winner without an existing Florida Prepaid College Plan account will need to complete and submit an application within 3 calendar days of being notified that they were selected as a winner.

Each Grand Prize winner must choose an individual between the ages of newborn through 8th grade, as the beneficiary of the Plan. The beneficiary must also be a Florida resident for whom the winner expects to use the prize proceeds to help cover qualified higher education expenses at an eligible institution.

Winners of Grand Prizes will be notified by February 16, 2022, by email and/or phone at the email address and number provided on the entry form. If a prize or prize notification is returned as unclaimed or undeliverable to a winner or if winner cannot be reached within 72 hours from the first notification attempt, then such person shall forfeit the Grand Prize.

All taxes and all other costs associated with acceptance or use of the above prize(s) are the sole responsibility of the applicable winner. Sponsors are the source of funds for all prizes.

6. **RELEASE OF LIABILITY AND PUBLICITY:** All prize winners consent to the use of their names, photographs, likenesses and limited biographical information for publicity or advertising purposes without further compensation, where permitted by law. All entrants release Sponsor, Administrator, Facebook/Instagram, Twitter and each of their respective parents, affiliates, subsidiaries, officers, directors, partners, equity holders, agents, employees, and all others associated with the development and execution of this Sweepstakes (collectively, the “Released Parties”), from any and all liability with respect to, or in any way arising from, this Sweepstakes and/or acceptance or use of the prize, including liability for personal injury, damages, death or monetary loss. Sponsor assumes no responsibility for any injury, loss or damage to entrants’ or to any other person’s computer relating to, or resulting from, entering or downloading any information or software in connection with this Sweepstakes. Sponsor and its agents are not responsible for technical, hardware, software or telephone malfunctions of any kind, lost or unavailable network connections, or late, failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the user, or by any of the equipment or programming associated with or utilized in this Sweepstakes, or by any human or other errors that may occur in connection with this Sweepstakes.

7. **GENERAL RULES:** The Released Parties are not responsible for lost, illegible, late, delayed or misdirected mail or email or other communications, or for any error in the

printing or interpretation of the offer, the administration of the sweepstakes, or in any announcement of the winners or prizes. In no event will Sponsor be liable for more than the stated number of prizes in Rule 5. Prizes awarded have no cash value and no cash substitutions or refunds for prizes will be permitted. Prizes are non-refundable and non-transferable except at sole discretion of Sponsor. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the sweepstakes, to be acting in violation of the Rules or any laws, or to be attempting to undermine the legitimate operation of the sweepstakes by cheating, hacking, deception, misappropriation, infringement, or any other unfair playing practices, poor sportsmanship, or intending to annoy, abuse, threaten, or harass any other participants or Sponsor representatives. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE SWEEPSTAKES. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.**

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 disqualify 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. 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 e-mail 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.

8. 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: <http://www.myfloridaprepaid.com/privacy-policy/>. 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.

9. **DISPUTES:** Except where prohibited, Entrants 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. All entry data provided via the online entry form is provided to Florida Prepaid College Foundation and the Florida Prepaid College Board and not to Facebook. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook.

10. **WINNERS' LIST:** Winners of Grand Prizes will be notified by February 16, 2022, by email and/or phone at the email address and number provided on the entry form. For the names of the winners, please send a self-addressed, stamped business size envelope by February 28, 2022: Pirate Week Scholarship Program Sweepstakes Winners List, c/o The Moore Agency, 2011 Delta Boulevard, Tallahassee, FL 32303.