

Invest529 Testimonial Terms and Conditions

Commonwealth Savers PlanSM (Commonwealth SaversSM), an independent state agency of the Commonwealth of Virginia with its principal office located at 9001 Arboretum Parkway, North Chesterfield, VA 23236, is soliciting testimonials from Invest529SM customers (Testimonials), subject to the following terms and conditions:

Testimonials:

Invest529 customers may submit Testimonials via the prescribed method set out by Invest529 described at <https://www.virginia529.com/blog/your-story/>. If a Testimonial is selected, then the Invest529 customer may receive a \$250 contribution to a new or existing Invest529 account (Contribution). The value of the Contribution is \$250. Invest529 accounts are governed by the Invest529 Program Description.

TESTIMONIAL TERMS & CONDITIONS

By submitting a Testimonial, each submitter fully and unconditionally agrees to and accepts the following Testimonial Terms & Conditions, which are final and binding in all matters related to the Testimonials:

Eligibility:

1. Testimonial submitter must be a U.S. citizen or legal U.S. resident 18 years old or older at time of submission.
2. Must meet all eligibility requirements to open an Invest529 account set out in the Invest529 Program Description or direct the Contribution to a new or existing Invest529 account.
3. Employees of Commonwealth Savers, as well as their agents, successors and assignees, and their respective immediate family members (spouse; parents, siblings, children, and grandchildren and their spouses; and in-laws of the employees) and members of the same household (whether or not related) are not eligible to participate in the Testimonials or to be named as the account owner, authorized representative, or designated beneficiary of a Contribution.
4. Receiving a Contribution is contingent on fulfilling all requirements set forth in these Testimonial Terms & Conditions and not having met the contribution limit for the applicable Invest529 account.
5. Testimonial submitter may only receive one (1) Contribution per calendar year, regardless of the number of Testimonials submitted and chosen for use.

How to Submit:

1. To submit a Testimonial, visit <https://www.virginia529.com/blog/your-story/> and follow the prompts. There are two (2) ways to submit a Testimonial: (1) Through the submission form on the Invest529 website; and (2) Through Vocal Video's website (note that this is not part of the Invest529 website). If the submitter uploads a Testimonial Video via Vocal Video, note that you will be sharing your information with Vocal Video under its Privacy Policy and terms outlined on the Vocal Video website.
2. If a Testimonial is selected, then Invest529 will notify the submitter by email. The Testimonial submitter has ten (10) business days to reply or contact Invest529 to claim the Contribution or the Contribution is forfeited. After claiming the Contribution, Invest529 will provide a gift code for the Contribution via email.
3. Submitted Testimonials become the property of Commonwealth Savers.

Requirements:

1. Testimonial submitter agrees to comply with all participation requirements promulgated by Commonwealth Savers and to complete and execute all necessary documents including, but not limited to, waivers and releases. Testimonial submitter agrees to comply with all Invest529

account requirements and, if necessary, to complete and execute necessary documents to open an Invest529 account and to provide additional documents as required by Commonwealth Savers.

2. The Contribution code must be redeemed to a new or existing Invest529 account within one year of award.
3. The Contribution may not be assigned without permission of Commonwealth Savers or redeemed for cash and no exchanges or substitutions are permitted

Other Terms:

1. In no event will Commonwealth Savers be responsible or liable for any damages or losses of any kind for lost, late, misdirected, incomplete, or invalid online Testimonials or Invest529 account applications.
2. Invest529 accounts and the Contribution are governed in accordance with the Invest529 Program Description. The Invest529 Program Description is available at Invest529.com, and account owners or authorized representatives are responsible for reviewing a copy of the document. By submitting a Testimonial and potentially opening an Invest529 account, account owners or authorized representatives acknowledge that they have read and accepted the terms of the Invest529 Program Description.
3. Testimonial submitter is solely responsible for any applicable local, state and federal taxes on the Contribution. Testimonial submitter understands that Commonwealth Savers may be required to report the Contribution amount to winner via a 1099-MISC and it is submitter's responsibility to consult a tax adviser concerning the tax implications of accepting this Contribution or transferring the Contribution.
4. The account owner understands and acknowledges that the Contribution may be considered income or a resource for certain state or federal means-tested programs, and it is the account owner's or authorized representative's responsibility to consult an adviser concerning the implications of accepting this Contribution.
5. If, in Commonwealth Savers' sole discretion, an individual is found to be ineligible to open an Invest529 account or not in compliance with these Testimonial Terms & Conditions, any Contribution will be forfeited and returned to Commonwealth Savers in its sole discretion. Interpretation of and determinations on the correct application of these Testimonial Terms & Conditions shall be made by Commonwealth Savers in its sole discretion, and its decisions regarding these matters shall be final. In no event will Commonwealth Savers be responsible or liable for any damages or losses of any kind should an account owner be found ineligible for the Contribution or an Invest529 account.
6. By participating in the Testimonial, each account owner or authorized representative agrees to indemnify, hold harmless, and waive any claims against Commonwealth Savers, and any of the affiliates, employees, directors, officers, agents, representatives, and assigns of Commonwealth Savers, made by account owners, beneficiaries, or any other third parties arising directly or indirectly out of, or in any way connected with, this Testimonial or in connection therewith.
7. By participating in the Testimonial, each account owner and account contributor agrees that the Testimonial 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. Account owner and account contributor agrees that venue for any litigation arising out of or related to this Testimonial or these Testimonial Terms & Conditions shall be in state court located in Richmond, Virginia and hereby consents to same.
8. The Testimonial is subject to all applicable federal, state, and local laws. Void where prohibited.
9. Commonwealth Savers reserves the right to modify, extend, suspend, or terminate the Testimonial if it determines, in its sole discretion, that the Testimonial is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Commonwealth

Savers' control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, and/or feasibility of the Testimonial as contemplated herein.

10. These Testimonial 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 Commonwealth Savers. The invalidity or unenforceability of any provision of these Testimonial 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 Testimonial 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.
11. ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE TESTIMONIAL IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND, SHOULD SUCH AN ATTEMPT BE MADE, COMMONWEALTH SAVERS 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.

For a copy of these Testimonial Terms and Conditions, send your request and a self-addressed stamped envelope to General Counsel, Commonwealth Savers Plan, 9001 Arboretum Parkway, North Chesterfield, Virginia 23236.

Invest529 is an Internal Revenue Code Section 529 qualified tuition program administered by Commonwealth Savers Plan. A Section 529 college savings account is an individual savings account intended specifically for the payment of qualified higher education expenses for a designated beneficiary. Customers are encouraged to obtain all enrollment materials, including the Program Descriptions, by calling 1-888-567-0540 or by downloading them from Invest529.com and to read them carefully before investing. For residents of states other than Virginia: before investing, you should consider whether your or the beneficiary's home state offers any state tax or other state benefits such as financial aid, scholarship funds, and protections from creditors that are only available for investments in that state's qualified tuition program. ©2024 Commonwealth Savers Plan. All rights reserved.