

## Reading Makes Cents Librarian Contest

**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 its principal office located at 9001 Arboretum Parkway, North Chesterfield, VA 23236 is sponsoring a giveaway of seven (7) sets of financial literacy books valued at approximately \$500 to seven (7) Virginia elementary schools (the Contest). Virginia529 is an Internal Revenue Code Section 529 qualified tuition program. 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 Virginia529.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.

### **Prize:**

Seven (7) Virginia elementary schools will win one (1) set of financial literacy books for the school library (the Prize). The approximate retail value of each Prize is \$500.00.

### **CONTEST TERMS & CONDITIONS**

By entering and participating in the Contest, each entrant fully and unconditionally agrees to and accepts the following Contest Terms & Conditions which are final and binding in all matters related to the Contest:

### **Eligibility:**

1. Must be a U.S. citizen or legal U.S. resident and 18 years old or older at time of entry to enter.
2. Employees of Virginia529 and individuals engaged in the development, production or distribution of Contest materials, their advertising and promotion agencies and any and all other persons associated with the Contest 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 or win the Prize.
3. Must be a school librarian in a Virginia elementary school in a Virginia Association of School Librarians (VAASL) region.
4. Must read and discuss a book featured by the Reading Makes Cents program with students in at least one grade level and/or share a link to a video recording of the selected book with students.
5. Must provide the Reading Makes Cents Reading Challenge handout or a link to the form to all eligible students and promote the program within the school.
6. Must have at least 10% of the students in the elementary school participate in the Reading Makes Cents Reading Challenge. Participation rates will be determined by Virginia529, using results from the Reading Makes Cents Student Reading Challenge and Fall Membership data published by the Virginia Department of Education.

### **Timing:**

1. The Contest begins September 19, 2022 10:00 AM ET and ends on April 15, 2023 5:00 PM ET. Odds of winning depend on number of entries received in the Reading Makes Cents Reading Challenge. Virginia529's computer and staff are the official timekeeper for the Contest. **One entry per person regardless of method of entry.**
2. One (1) Virginia elementary school per seven (7) VAASL regions with the highest Reading Makes Cents Reading Challenge participation rate in each region will be declared the winner of the Prize. Participation rates will be determined by Virginia529, using results from the Reading Makes Cents Student Reading Challenge and Fall Membership data published by the Virginia Department of Education. Winners will be selected on or about June 2,

2023. Virginia529 will use its best efforts to notify the winners by email on or about June 9, 2023. Submitted information becomes the property of Virginia529.

**Requirements of Winner:**

1. Winners agree to comply with all participation requirements and to complete and execute all necessary documents including, but not limited to, waivers and releases. Prize winner has sixty (60) business days to reply or contact Virginia529 to claim the Prize or the Prize is forfeited.
2. Winner is the owner of the Prize and is solely responsible for any applicable local, state and federal taxes on the Prize. Winner understands that Virginia529 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.
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. Virginia529 is not responsible or liable for any technical difficulties experienced by entrants, including but not limited to issues with the internet.
2. Virginia529 will be collecting personal data about entrants in accordance with its Privacy Policy. Virginia529's Privacy Policy is available at Virginia529.com and entrant's parent or guardian is responsible for reviewing a copy of the Privacy Policy. By participating in the Contest and providing their email address and personal information, entrants' parents or guardians hereby agree to Virginia529's collection and use of their personal information and acknowledge that they have read and accepted Virginia529's Privacy Policy.
3. If, in Virginia529's sole discretion, winner is found to be ineligible or not in compliance with these Contest 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 Contest 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 Contest, 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 Contest or the Prize awarded in connection therewith.
5. By participating in the Contest, each entrant agrees that the Contest 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 Contest or these Contest Terms & Conditions shall be in state court located in City of Richmond, Virginia and hereby consents to jurisdiction of same.
6. This Contest 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 Contest if it determines, in its sole discretion, that the Contest 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 Contest 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 Contest 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 Contest. If the Contest 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 Contest Terms and Conditions will be awarded. These Contest 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 Contest 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 Contest 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 Contest.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR 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 CONTEST 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 Contest Terms & Conditions and/or the Winners' school names, send your request and a self-addressed stamped envelope to General Counsel, Virginia College Savings Plan, 9001 Arboretum Parkway, North Chesterfield, Virginia 23236.