

**PATH2COLLEGE 529 PLAN E-DELIVERY SWEEPSTAKES
OFFICIAL RULES**

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

SWEEPSTAKES DESCRIPTION: The Path2College 529 Plan e-Delivery Sweepstakes (the "Sweepstakes") begins at 12:00 AM Eastern Time ("ET") on 7/1/10 and ends at 11:59 PM ET on 7/31/10. Sweepstakes is open only to Path2College 529 Plan account owners prior to 7/1/10 who enroll for Path2College 529 Plan e-Delivery services (statements and/or disclosure material) July 1 – July 31, 2010 and Path2College 529 Plan account owners who signed up for e-Delivery services (statement and/or disclosure material) prior to July 1, 2010 . You can enroll in e-Delivery services without charge by logging into your Path2College 529 Plan account and clicking on "Change Account Statement Delivery".

SPONSOR: Path2College 529 Plan

ADMINISTRATOR: Path2College 529 Plan

ELIGIBILITY: Sweepstakes is open only to legal residents of the fifty (50) United States and Washington D.C. ("US") who are Path2College 529 Plan account owners prior to 07/01/10 ("Entrant"). Entrants must be at least eighteen (18) years of age or older to win. Employees, directors, officers, trustees and agents, and their respective immediate families (spouses and siblings, parents and children and their spouses) and household members of the Path2College 529 Plan, TIAA-CREF Individual & Institutional Services, LLC, TIAA-CREF Personal Investors Services, Inc., Teachers Insurance and Annuity Association (TIAA) and its affiliates, their respective parent companies, affiliates, subsidiaries, owners, divisions, advertising and promotion agencies, their respective parent companies, affiliates, subsidiaries, owners, divisions, and advertising and promotion agencies (collectively the "Sweepstakes Entities") are not eligible. Void where prohibited.

AGREEMENT TO THE OFFICIAL RULES: By participating in the e-Delivery Sweepstakes, account owner fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor and the Administrator, which are final and binding in all matters related to the Sweepstakes.

HOW TO ENTER: Path2College 529 Plan account owners who sign up for e-Delivery of statements and/or disclosure materials between July 1 – July 31, 2010 will be *automatically* entered to win. To sign up for e-Delivery, log into your Path2College 529 Plan account at www.path2college529.com and click on "Change Account Statement Delivery" and follow the online instructions. By signing up for eDelivery of your Path2College 529 Plan statements, disclosure materials and privacy policy documents, you will automatically be entering the Sweepstakes (one entry per account owner). All e-Delivery elections must be received by 11:59 PM ET 7/31/10. Path2College 529 Plan account owners who signed up for e-Delivery services prior to July 1, 2010 may also enter for a chance to win by forwarding your name, address and phone number via email to path2college@tiaa-cref.org or calling 866-599-9051 (one entry per account owner). Email and

phone requests must be received by 11:59 PM ET 7/31/10. Any potential winner may be required to show proof of being the authorized account holder. Edelivery is not currently available for Custodial (UTMA/UGMA) and Entity Accounts.

WINNER SELECTION/VERIFICATION: Winners will be selected in a random drawing conducted on or about 8/09/10 from among all eligible Path2College 529 Plan account owners. Winners will be notified by email and/or phone. Winners will be required to complete, execute and return within a specified time an Affidavit of Eligibility and Liability/Publicity Release or the prize will be forfeited and awarded to an alternate. Drawings will be conducted by the Administrator. The odds of winning depend on the number of account owners electing e-Delivery.

PRIZES / APPROXIMATE RETAIL VALUE (ARV): One (1) Grand Prize – \$1,000 Visa Gift Card (ARV \$1,000); One (1) First Prize – \$750 Visa Gift Card (ARV \$750); One (1) Second Prize - \$500 Visa Gift Card (ARV \$500); One (1) Third Prize - \$250 Visa Gift Card (ARV \$250). Total ARV of all prizes is \$2,500.

GENERAL PRIZE RESTRICTIONS: Winners will be responsible for all taxes (federal, state, local and/or income) and all expenses not listed related to acceptance and use of prize. No transfer or substitution of prize permitted, except by Sponsor who reserves the right to substitute prize, in whole or in part, for one of comparable or greater value due to unavailability of any other component of each prize for any reason, as solely determined by Sponsor. Gift Card prizes subject to terms and conditions of Issuer. All winners will be required to provide his/her Social Security number for tax reporting purposes. Sponsor will file an IRS Form 1099 with the Internal Revenue Service for the value of prizes.

CONDITIONS / RELEASE: By participating, account owners, (a) release Sweepstakes Entities, their respective directors, officers, agents and employees from any and all liability for any claims, costs, injuries, losses or damages of any kind caused by their participation, including the unauthorized or illegal access to personally identifiable or sensitive information or the acceptance, possession, use, or misuse of the prize; and (b) acknowledge that said parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to the prize including, but not limited to, its quality or availability. By accepting a prize, winner grants to Sponsor and its affiliated companies the right, except where prohibited by law, to use your name, likeness, picture, address (city and state), voice, biographical information, written or oral statements, for advertising and promotional purposes in promoting the Sponsor, its products, Website, and/or this Sweepstakes or succeeding Sweepstakes, without compensation unless required by law. Winner shall have no right of approval, no claim to compensation, and no claim (including, without limitation, claims based on invasion of privacy, defamation, or right of publicity) arising out of any use, blurring, alteration, or use in composite form of your name, picture, likeness, address (city and state), e mail address, biographical information, or entry. The rights granted under this paragraph shall extend to Sponsor and its affiliated companies, agencies or marketing partners with respect to all Entrants in the Sweepstakes, including non-winners and winner. **CAUTION:** ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE, TAMPER WITH THE ENTRY

PROCESS, OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO COOPERATE IN THE PROSECUTION OF ANY SUCH AN INDIVIDUAL AND TO PURSUE ALL REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW. Failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If for any reason the Sweepstakes is not capable of being executed as planned, or infection by computer virus, bugs, tampering, unauthorized intervention, fraud, action of Entrants, technical failures or any other causes which in the sole opinion of Sponsor, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, Sponsor reserves the right at its sole discretion to disqualify any suspect Entrant and to cancel, terminate, modify or suspend the Sweepstakes. In the event of any cancellation, termination or suspension, notice thereof will be posted at <http://www.path2college529.com> and the selection of winners may be made from among all eligible, non-suspect Entries received as of the date of the termination, cancellation or suspension, as Sponsor determines in its sole discretion. Entries not complying with all rules are subject to disqualification.

DISPUTES: Account Owner agrees that (a) any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate Georgia State Court; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' fees; and (c) under no circumstances will registrant be permitted to obtain awards for, and registrant hereby waives all rights to, claim punitive, incidental and consequential damages and any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of State of Georgia, without giving effect to any choice of law or conflict of law rules (whether of the State of Georgia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than State of Georgia.

ENTRANT'S PERSONAL INFORMATION: Information collected online from Entrants is subject to the Path2College 529 Plan Online Privacy Policy (<http://www.path2college529.com/misc/privacy.html>).

WINNERS: To receive Promotion results (winners list), send an email with the Subject Line "Path2College 529 Plan EDELIVERY SWEEPSTAKES Winners List" to mlehman@tiaa-cref.org. Requests must be received by 12/31/10.

C47776A