

OFFICIAL RULES OF THE  
WE CARE, CHILD CARE SWEEPSTAKES  
SPONSORED BY THE PATH2COLLEGE 529 PLAN

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCE OF WINNING. ODDS OF WINNING DEPEND ON THE NUMBER OF ELIGIBLE ENTRIES RECEIVED. VOID WHERE PROHIBITED OR OTHERWISE RESTRICTED BY LAW.**

**SWEEPSTAKES DESCRIPTION:** The We Care, Child Care Sweepstakes “Sweepstakes” begins at 12:00 AM Eastern Time (“ET”) July 1, 2021 and ends at 11:59 PM ET on July 31, 2021. Sweepstakes details and entry is available online at [www.path2college529.com/WeCare](http://www.path2college529.com/WeCare)

**SPONSOR:** Path2College 529 Plan & the Department of Early Care & Learning (DECAL)

**ADMINISTRATOR:** Path2College 529 Plan

**ELIGIBILITY:** Entry in the Sweepstakes is limited to legal residents of the State of Georgia (“GA”) who are at least 21 years of age or older (“Entrant”) and the parent, legal guardian or grandparent of a child born in 2008 or after and who also resides in Georgia. Directors, officers, trustees, contractors, agents, and employees and their respective immediate household and family members (including spouses, children, parents siblings and each of their respective spouses) of the Path2College 529 Plan, TIAA-CREF Tuition Financing, Inc., TIAA-CREF Individual & Institutional Services, LLC, Teachers Insurance and Annuity Association of America (TIAA) and its affiliates, the Georgia Student Finance Commission, Georgia Office of the State Treasurer, the Georgia Department of Early Care and Learning (DECAL), and any child care program licensed through DECAL and their respective parent companies or agencies, affiliates, subsidiaries, owners, division, advertising and promotion agencies (collectively the “Sweepstakes Entities”) are not eligible. No purchase necessary to enter or win. Void where prohibited or otherwise restricted by law.

**AGREEMENT TO THE OFFICIAL RULES:** By participating in the Sweepstakes, each Entrant fully and unconditionally agrees to accept these Official Rules and the decisions of the Sponsors, which are final and binding in all matters related to the Sweepstakes.

**HOW TO ENTER:** Each eligible parent, legal guardian or grandparent who has a child born in 2008 or after may submit an entry online at [www.path2college529.com/WeCare](http://www.path2college529.com/WeCare). **Limit of one (1) entry per eligible person, per eligible child.** Multiple entries for the same child in contravention of these Official Rules, or entries generated by a script, macro or other automated means will be disqualified. Entries that are incomplete or ineligible are void.

**ENTRIES MUST BE SUBMITTED ONLINE AT [WWW.PATEH2COLLEGE529.COM/WECARE](http://WWW.PATEH2COLLEGE529.COM/WECARE) BY JULY 31, 2021.**

**PRIZES / APPROXIMATE RETAIL VALUE (ARV):**

Four (4) entries (one per region) will be randomly selected to win a \$1,529 Path2College 529 contribution (“Prize”).

The four (4) child care programs where the We Care, Child Care Sweepstakes winners attend will receive a \$529 check made payable to the child care program. If the winning entrant’s child/grandchild does not attend a DECAL child care program, the respective \$529 child care program prize will be forfeited.

**WINNER SELECTION:** ThePath2College 529 Plan has assigned Georgia counties into four (4) regions noted below. One winner from each of the four regions will be randomly selected from among all eligible entries in a drawing conducted on or around July 31, 2021.

Region #1: Metro Atlanta

Region #2: Southeast Georgia

Region #3: North Georgia

Region #4: South Georgia

*See Appendix below to view counties sorted by Region.*

**WINNER VERIFICATION:** Winners will be notified by phone and must confirm his/her eligibility within five (5) business days of notification. If a selected winner does not meet the eligibility requirements, the entry will be disqualified, and an alternate winner will be randomly selected and notified as per the procedures outlined above. Winners will be required to complete, execute, and submit an Affidavit of Eligibility to a Path2College representative within five (5) business days of responding to the notification or the Prize (defined above) will be forfeited. If that step is not completed within the specified timeframe, the Prize will be forfeited and awarded to an alternate winner. Child Care Program Winners will be notified by phone and must confirm their eligibility within five (5) business days of notification. Child Care Program winners will be required to submit a copy of their W9 to a Path2College representative within five (5) business days of responding to the notification. Decisions of the Sponsors are final and binding in all matters related to the Sweepstakes. The odds of winning depend on the number of eligible entries received.

**GENERAL PRIZE RESTRICTIONS:** Once the completed Affidavit is submitted to a Path2College representative, winners will be provided instructions to open their Path2College 529 College Savings Account if they do not already have a Path2College account. Winners will have five (5) business days from the day they receive the instructions to (1) open his or her Path2College Account and (2) provide his or her account number to a Path2College representative. If account numbers are not provided to a Path2College representative within five (5) business days as described above, winners risk having their prize forfeited. Once the winner's account number is provided to a Path2College representative, their account will be funded electronically within 20 business days via direct deposit. Child Care Program winners will receive a check made payable to their child care program within 20 business days. The child care program winner's check will need to be deposited within ninety (90) days of issue. Checks will become void after the ninety (90) days. Each winner will be responsible for all federal, state and local taxes, applicable to acceptance and use of the Prize, including income taxes, if any. Any and all costs associated with acceptance and use of the Prize will be the sole responsibility of the winner. No transfer or substitution of the Prize permitted, except by the Sponsor who reserves the right to substitute the Prize, in whole or in part, for one of comparable or greater value.

**CONDITIONS / RELEASE:** By participating in the Sweepstakes, Entrants: (a) unconditionally and fully release, discharge and covenant not to sue the Sweepstakes Entities, and each of their respective direct and indirect affiliates, divisions, officers, employees, contractors, representatives, managers, members, directors, agents, insurers, attorneys, predecessors, successors, and assigns thereof from any and all liability for any claims, expenses, fees, costs, injuries, losses or damages of any kind caused by their participation, including but not limited to the unauthorized or illegal access to personally identifiable or sensitive information or the acceptance, possession, use, or misuse of the Prize or other matters arising out of, involving or relating to their participation in the Sweepstakes in any way; and (b) acknowledge and agree that the Sweepstakes Entities have neither made nor are in any manner responsible or liable for any promise, 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, the winner grants to Sponsors and their affiliated companies the right, except where prohibited by law, to use his or her name, likeness, picture, address (city and state), voice, biographical information, written or oral statements, for advertising and promotional purposes in promoting the Sponsor and their products, Websites, the Event, and/or this Sweepstakes or succeeding Sweepstakes, without compensation unless required by law. The 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 his or her name, picture, likeness, address (city and state), biographical information, or Official Entry Form. The rights granted under this paragraph shall extend to Sponsor, Path2College 529 Plan and their affiliated companies, agencies or marketing partners with respect to all Entrants in the Sweepstakes, including non-winners and the winner.

**CAUTION:** ANY ATTEMPT BY A SWEEPSTAKES ENTRANT OR ANY OTHER INDIVIDUAL TO TAMPER WITH THE RANDOM SELECTION PROCESS, OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVE THE RIGHT TO COOPERATE IN THE PROSECUTION OF ANY SUCH INDIVIDUAL(S) 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 unauthorized intervention, fraud, action of Entrants, technical failures or any other causes which in the sole opinion of Sponsors, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, Sponsors reserve the right at their sole discretion to disqualify any suspect entry or 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 [www.WeCare529.com](http://www.WeCare529.com) and the selection of a winner may be made from among all eligible, non-suspect entries received as of the date of the termination, cancellation, or suspension, as Sponsors determine in their sole discretion (but Sponsor shall retain the option of cancelling the Sweepstakes and not selecting any winners). Entries not complying with all rules are subject to disqualification. Sponsor is not responsible for problems with Sweepstakes entries, including but not limited to, entries which are lost, late, misdirected, damaged, incomplete, illegible, or cannot be completed due to electronic or technical difficulties, even if the problem is the result of the sole or partial negligence of Sponsor.

**DISPUTES:** Entrants agree that: (a) any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or the Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Northern District of Georgia or the Superior Court of Fulton County, Georgia; (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 Entrant be permitted to obtain awards for, and Entrant hereby irrevocably 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 LIMITATION 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 Sponsors in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the 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 the State of Georgia.

**ENTRANT'S PERSONAL INFORMATION:** Information collected from official entry forms will only be used for the purpose of providing future information about the Path2College 529 Plan and contacting eligible winners.

**RULES CHANGES AND INTERPRETATIONS.** Sponsor reserves the right in its sole discretion to supplement or make changes to these Official Rules as well as the rules of any contest at any time without notice. Sponsor reserves the right in its sole discretion to interpret the rules of any contest, and such interpretation shall be binding upon all participants.

**WINNER / RULES:** To receive Sweepstakes results (list of winner(s)) or an additional copy of these Official Rules, send an email with the Subject line "We Care, Child Care Sweepstakes" to [emclaughlin@tiaa.org](mailto:emclaughlin@tiaa.org). Requests must be received by 09/30/2021.

**To learn more about the Path2College 529 Plan, its investment objectives, tax benefits, risks and costs, please see the Plan Description at [path2college529.com](http://path2college529.com). Read it carefully. Investments in the Plan are neither insured nor guaranteed and there is the risk of investment loss.**

**TIAA-CREF Tuition Financing, Inc. (TFI), Plan Manager. TIAA-CREF Individual & Institutional Services, LLC, Member FINRA, distributor and underwriter for Georgia's Path2College 529 Plan.**

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## APPENDIX

<b>Atlanta Metro</b>	<b>Southeast Georgia</b>	<b>North Georgia</b>	<b>South Georgia</b>
Carroll	Appling	Baldwin	Baker
Cherokee	Atkinson	Banks	Ben Hill
Clayton	Bacon	Barrow	Berrien
Cobb	Brantley	Bartow	Bibb
Coweta	Bryan	Butts	Bleckley
DeKalb	Bulloch	Catoosa	Brooks
Douglas	Burke	Chattooga	Calhoun
Fayette	Camden	Clarke	Chattahoochee
Forsyth	Candler	Columbia	Clay
Fulton	Charlton	Dade	Colquitt
Gwinnett	Chatham	Dawson	Cook
Henry	Clinch	Elbert	Crawford
Newton	Coffee	Fannin	Crisp
Paulding	Echols	Floyd	Decatur
Rockdale	Effingham	Franklin	Dodge
	Emanuel	Gilmer	Dooly
	Evans	Glascock	Dougherty
	Glynn	Gordon	Early
	Jeff Davis	Greene	Grady
	Jefferson	Habersham	Harris
	Jenkins	Hall	Houston
	Johnson	Hancock	Irwin
	Lanier	Haralson	Jones
	Laurens	Hart	Lamar
	Liberty	Heard	Lee
	Long	Jackson	Lowndes
	McIntosh	Jasper	Macon
	Montgomery	Lincoln	Marion
	Pierce	Lumpkin	Miller
	Screven	Madison	Mitchell
	Tattnall	McDuffie	Monroe
	Telfair	Meriwether	Muscogee
	Toombs	Morgan	Peach
	Treutlen	Murray	Pulaski
	Ware	Oconee	Quitman
	Washington	Oglethorpe	Randolph
	Wayne	Pickens	Schley
	Wheeler	Pike	Seminole
		Polk	Stewart
		Putnam	Sumter
		Rabun	Talbot
		Richmond	Taylor
		Spalding	Terrell
		Stephens	Thomas
		Taliaferro	Tift
		Towns	Turner
		Troup	Twiggs
		Union	Upson
		Walker	Webster
		Walton	Wilcox
		Warren	Wilkinson
		White	Worth
		Whitfield	
		Wilkes	