

**2022 PATH2COLLEGE 529 PLAN  
NEWBORN 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:** Georgia's Path2College 529 Plan Newborn Sweepstakes (the "Sweepstakes") consists of one (1) random drawing which will be conducted after the conclusion of the Sweepstakes. One (1) prize will be awarded to the winning Entrant, on behalf of his or her newborn child or grandchild and one (1) additional prize will be awarded to the Georgia hospital where that child was born. The sweepstakes begins on 12:00 AM Eastern Time ("ET") on 1/1/2022 and runs through 11:59 PM ET 4/14/2023. Sweepstakes details and entry form are available by clicking on the link posted on the home page of the Path2College 529 Plan web site at [www.path2college529.com](http://www.path2college529.com).

**SPONSOR:** TIAA-CREF Tuition Financing, Inc. (TFI), Program Manager for the Path2College 529 Plan (the "Sponsor").

**ADMINISTRATOR:** TIAA-CREF Tuition Financing, Inc. (TFI), Program Manager for the Path2College 529 Plan (the "Administrator").

**ELIGIBILITY:** Sweepstakes is open only to legal U.S. residents who are taxpayers of Georgia - or current Path2College 529 Plan account owners who are legal residents of the fifty (50) United States or District of Columbia ("DC") - who are also the parent, legal guardian or grandparent of a child born during 2022 at a Georgia hospital ("Entrant"). Entrants must be at least twenty-one (21) years of age or older at the time of entry. Employees, directors, officers, trustees and agents, and their respective immediate families (spouses and siblings, parents and children and their spouses) and household members of TIAA-CREF Tuition Financing, Inc., TIAA-CREF Individual & Institutional Services, LLC, Inc., or Teachers Insurance and Annuity Association (TIAA) and its affiliates, their respective parent companies, affiliates, subsidiaries, owners, divisions, advertising and promotion agencies, the Georgia Office of the State Treasurer, Georgia Student Finance Commission (collectively the "Sweepstakes Entities") are not eligible. Persons who won a prize in a previous year's version of the Path2College 529 Plan Newborn Sweepstakes are also not eligible. Void where prohibited.

**AGREEMENT TO THE OFFICIAL RULES:** By participating in the Sweepstakes, the Entrant 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:** To enter, visit [www.path2college529.com](http://www.path2college529.com), complete the entry form and submit online as directed. All entries must be received by 11:59 PM ET on 4/14/2023. Only eligible Entrants may enter the Sweepstakes, Hospitals need not enter. Limit: One (1) entry per eligible Entrant per eligible newborn; a given eligible Entrant may only enter once per eligible newborn, but more than one (1) eligible Entrant may enter for the same eligible newborn. Multiple Entrants for the same newborn are not permitted to share the same email address. In the event more than the stated number of allowable entries are received for one person or email address, the first entry processed will be considered the only valid entry received. Any attempt by an Entrant to obtain more than the stated number of entries by using multiple or different email addresses or identities will void that Entrant's entries and that Entrant may be disqualified. In the event of a dispute, entries will be deemed made by the authorized account holder of the email address submitted at the time of entry. The authorized account holder is the natural person who is assigned to the email address by an internet access provider, on-line service provider, or other organization that is responsible for assigning email addresses or the domain associated with the submitted email address. The potential Newborn Prize winner may be required to show proof of being the authorized account holder. Use of any automated system to participate is prohibited and will result in disqualification.

**WINNER SELECTION/VERIFICATION:** The Newborn Prize winner will be randomly selected from among all eligible entries received during the promotion, after the promotion ends on 4/14/2023 and will be notified by phone and/or e-mail to confirm their eligibility. Newborn Prize winner will be required to provide a photocopy (paper or electronic) of the child's birth certificate for confirmation of a 2022 birth within an indicated time period. If selected Newborn Prize winner does not meet the eligibility requirements (including timely provision of acceptable copy of child's birth certificate), he/she will be disqualified, and an alternate winner will be randomly selected and notified. Newborn Prize winner will be required to complete, execute and return within, five (5) business days, an Affidavit of Eligibility and Liability/Publicity Release or the prize will be forfeited and awarded to an alternate. Drawing will be conducted by Administrator, an independent judging organization. The odds of winning the Newborn Prize depends on the number of eligible entries received during the Promotion.

**PRIZES / APPROXIMATE RETAIL VALUE (ARV):** One (1) "Newborn Prize" - \$5,529 to be awarded in the form of a contribution to the Entrant's Path2College 529 Plan account, which names the applicable newborn born during 2022 as beneficiary of the account. (ARV \$5,529); One (1) "Hospital Prize" - \$1,529 to be awarded via check to the Georgia hospital where birth of applicable newborn took place (ARV \$1,529).

**GENERAL PRIZE RESTRICTIONS:** For the Hospital Prize, if check is not redeemed by winner within ninety (90) days of issue, the check becomes void and will NOT be reissued by Sponsor. If winning hospital establishes to the satisfaction of

Sponsor that the check has been lost or stolen (as determined in Sponsor's sole discretion) within ninety (90) days of issue, a replacement check will be issued by Sponsor; however, under no circumstances will a replacement check be issued after the conclusion of such ninety (90) day period. Winner will be responsible for all taxes (federal, state, local and/or income) and all expenses not listed but incurred as a result of acceptance and use of Newborn Prize; this includes any and all expenses in conjunction with establishing a Path2College 529 College Savings Plan for the applicable newborn. **PLEASE BE SURE TO CAREFULLY REVIEW THE PLAN DESCRIPTION AVAILABLE AT [WWW.PATH2COLLEGE529.COM](http://WWW.PATH2COLLEGE529.COM) BEFORE ESTABLISHING A PATH2COLLEGE 529 PLAN FOR THE NEWBORN.** No transfer or substitution of prize permitted, except by Sponsor who reserves the right to substitute prize for one of comparable or greater value as solely determined by Sponsor. The winner will be required to provide his/her Social Security number, as well as the child's Social Security Number, when establishing Path2College 529 Plan for newborn. The value of the award may be reported to the IRS on an IRS Form 1099-MISC or as otherwise required by law, and/or to state taxing authorities. Hospital Prize will be awarded directly to Hospital by Sponsor, subject to Hospital administration's acceptance of same by signing any documents required by Sponsor and/or furnishing any required consents/approvals. Sponsor reserves the right to approve/deny the Hospital Prize if it deems the birth did not take place in that hospital; such decision of Sponsor is final and binding.

**CONDITIONS / RELEASE:** By participating, Entrant, (a) releases 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 specifically that the Newborn Prize is an investment vehicle which is subject to the vagaries of market conditions and may lose value as fully addressed in the Plan Description available at [www.Path2College529.com](http://www.Path2College529.com). Neither Sweepstakes Entities nor any service providers are responsible for incorrect or inaccurate transcription of Entry information, or for any human or other error, technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, inability to access any online service or Web site, or any other error or malfunction, including failure to timely contact potential winner after a reasonable effort, or any injury or damage to participant's or any other person's computer related to or resulting from participation in this Sweepstakes. By accepting the Newborn Prize, winner grants to Sponsor, Administrator, and their affiliated companies the right, except where prohibited by law, to use winner and newborn name, likeness, picture, address (city and state), e-mail address, 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. **CAUTION: ANY ATTEMPT BY A SWEEPSTAKES ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE, TAMPER WITH THE ENTRY PROCESS, DEFRAUD SPONSOR OR ADMINISTRATOR, 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, SPONSOR RESERVES 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 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/Administrator, 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 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 <http://www.pathcollege529.com> and the selection of Newborn Prize winner (and corresponding Hospital Prize winner) 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.

**GOVERNING LAW/JURISDICTION/DISPUTE RESOLUTION:** Entrant agrees that (a) any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or Newborn 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 entrant be permitted to obtain awards for, and entrant 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 Privacy Policy (<https://www.path2college529.com/help/privacy.shtml>).

**WINNERS:** To receive Sweepstakes results (list of winner(s)) or an additional copy of these Official Rules, send an email with the Subject line "GA Newborn Sweepstakes" to [Emclaughlin@tiaa.org](mailto:Emclaughlin@tiaa.org). Results will be available after 5/15/2023.

**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 Individual & Institutional Services, LLC, Member FINRA, distributor and underwriter for Georgia's Path2College 529 Plan.**