

2020 THIS IS MY LIFE'S DREAM CHALLENGE

OFFICIAL RULES

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED.

CHALLENGE DESCRIPTION AND TIMING: The 2020 Path2College 529 Plan **This is My Life's Dream Challenge** (the "Challenge") begins on 2:00 PM EST 5/21/20 and ends on 8:00 PM EST 6/18/20 (the "Challenge Period"). For the Challenge, only legal residents of Georgia who are parents, grandparents, or legal guardians (the "Entrant"), on behalf of their Georgia child age 18 years and under, are asked to submit one original work per household describing "This is My Life's Dream" using any of the available formats:

- Song (Video)
- Drawing (picture)
- Poem or Essay (Video or written document)

CONTEST SPONSOR: TIAA-CREF Tuition Financing, Inc. (TFI), Program Manager for the Path2College 529 Plan (the "Sponsor"). Georgia Television, LLC d/b/a WSB-TV will be the Administrator of the Challenge ("Administrator")

AWARDS / APPROXIMATE RETAIL VALUE (ARV): A maximum of five \$1,529 awards will be awarded, in the form of a contribution made to a new or existing account owned by the parent, grandparent, or legal guardian with the child as Beneficiary.

WHO CAN ENTER: The Challenge is open only to Legal residents of Georgia who are parents, grandparents, or legal guardians of a child 18 or under who also is a legal resident of Georgia. Employees, directors, officers, trustees and agents, and their respective immediate families (spouses and siblings, parents and children and their spouses) and household members of Administrator, TIAA-CREF Tuition Financing, Inc., 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, the Georgia Office of the State Treasurer, and Georgia Student Finance Commission (collectively, including Administrator, the "Challenge Entities") are not eligible.

HOW TO ENTER:

- 1) **CREATE ORIGINAL WORK** ("Original Work"): Create an Original Work as described under the Challenge Description and Timing.
- 2) **COMPLETE ENTRY FORM** ("Form"): Visit the Challenge website (www.path2college529.com/Dream) (the "Website") and follow the instructions and link(s) to complete the Entry Form (for online entry). Complete the Entry Form by providing all required information and uploading the required entry file.

Please note: The Form is linked through Sponsor's website and hosted on Administrator's online platform. By accessing the Form, you agree to Sponsor's Terms of Service (https://path2college529.com/documents/ga_plan_description.pdf) and Privacy Policy (<https://www.path2college529.com/help/privacy.shtml>), and Administrator's Terms of Service (<https://www.wsbtv.com/visitor-agreement/>) and Privacy Policy (<https://www.wsbtv.com/privacy-policy/>), which are hereby incorporated by reference.

- 3) **SUBMIT ENTRY:** Submit Original Work with a completed Challenge Entry Form (hereinafter collectively, the "Entry") via **Online Entry:** Submissions via the Website must be completed by 8:00 PM EST 6/18/20.

Limit of one original work per household. The use of multiple identities and/or accounts is prohibited, and any attempt to obtain more than the stated number of entries will void that participant's entries and may result in participant's disqualification. Incomplete, forged, altered, automated, mechanically reproduced, lost, late, misdirected, garbled, or illegible entries, or entries that do not meet the size or formatting requirements specified above, will be disqualified. Sponsor and Administrator will not be responsible for failure to receive entries due to transmission failures or technical failures of any kind, including, without limitation, malfunctioning of any network, hardware or software, whether originating with sender, Sponsor, Administrator, or Administrator's or Sponsor's contest application service provider. In the event of a dispute, all online entries will be deemed to have been submitted by the owner of the ISP account from which they were sent, provided that such person satisfies all other Challenge eligibility requirements. For these purposes, an ISP account holder shall mean the natural person assigned to such ISP account by the Internet access provider, online service provider or other organization responsible for assigning ISP addresses for the domain associated with such ISP account.

ENTRY REQUIREMENTS: Entries must meet the following requirements (including any additional format requirements as set forth on the Challenge entry page) to be eligible for judging:

- a. PICTURE: 10mb

- b. VIDEO: 2 minutes maximum.
- c. WRITTEN DOCUMENT: 500 word maximum in the space provided on Form.

Entries will be ineligible if they do not meet ALL of the specified requirements. An Entry shall be void if it contains any material which Sponsor or judges in their sole discretion deem patently offensive or inappropriate, such as, but not limited to, profanity, suggestive gestures, and material not suitable for minors, or if it contains any intellectual property of third parties, such as, but not limited to, copyrighted material, music, trademarks, and logos.

By submitting an Entry, the **Entrant represents and warrants that the entire Entry is the original work of the Entrant and/or the Entrant's child** and not previously submitted or distributed elsewhere for any other purpose. The Entrant further warrants that he/she has obtained the consent of any persons/parties portrayed in the Entry. Each Entry becomes the permanent property of Sponsor, and Entrant irrevocably assigns and transfers to Sponsor all rights in each Original Work, including without limitation, all copyrights. Sponsor shall have the right to use/edit the Entry in any manner in any and all media, worldwide in perpetuity without further compensation or consent. Upon request of Sponsor, the Entrant will provide a copy of any written consent as required above.

JUDGING CRITERIA/WINNER SELECTION AND VERIFICATION: Entries will be judged by a panel of judges selected by the Sponsor and Administrator, in their sole discretion. The panel of judges will select a maximum of five (5) winners. Judging of the Entries and the determination of up to five (5) winners is anticipated to be completed no later than July 2020. The panel of judges will review all Entries and select up to five (5) winners based on the following criteria: Originality, adherence to theme, and creativity.

Any Entry, or portion of any Entry, which in the sole discretion of the judges (a) defames or infringes any intellectual property rights, the right of privacy or publicity, or other proprietary right of any person, living or deceased, or entity; and/or (b) is inappropriate, offensive, profane, obscene or not in keeping with the image of the Sponsor will be disqualified. Judging will be conducted under the supervision of the Sponsor and Administrator. Each potential winner will be notified by email or telephone and will be required to complete and return an Affidavit that will concern (1) Eligibility (2) Release of Sponsors from Liability and, (3) unless prohibited by law, a Publicity Release ("Affidavit") within ten (10) business days of receipt of notification. In the event that a potential winner declines a prize, has submitted a fraudulent Entry or an Entry is not an Original Work, fails to execute and return the required documents within the required time period or any prize notification is returned as undeliverable, the subject prize will be forfeited, at Sponsor's sole discretion, and the prize will be awarded to an alternate winner, at the judges' sole discretion, according to the judging criteria defined above. All Path2College account contributions will be awarded in the name of the parent, grandparent or legal guardian who will open a Path2College 529 Plan account for the benefit of the Entrant's child or grandchild. In the event the Entrant already has an existing Path2College 529 Plan account, the Path2College account number and additional account information will be required in order to receive the prize.

AGREEMENT TO THE OFFICIAL RULES: By participating in the Challenge, each Entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor and Judges, which are final and binding in all matters related to the Challenge.

A PARTICIPANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ADMINISTRATOR AND SPONSOR HAVE COMPLETED THEIR VERIFICATION OF PARTICIPANT'S ELIGIBILITY.

A winner may waive the right to receive a prize. Prizes are non-assignable and nontransferable and cannot be redeemed for cash. No substitutions are allowed by winner. Prizes and individual components of prize packages are subject to availability. Administrator and Sponsor reserve the right to substitute prizes or components of prize packages with a prize or component of equal or greater value. Winner is solely responsible for reporting and payment of any taxes on a prize. Winner may be required to provide his/her valid Social Security Number to Sponsor for tax purposes and/or complete an IRS W-9 form in order to claim a prize. Winners are solely responsible for all federal, state and local taxes on prize value and, as applicable, will be issued an IRS Form 1099 based on the prize value determined by Administrator and Sponsor. Prizes not won and claimed by eligible winners in accordance with these Official Rules will not be awarded and will remain the property of Sponsor.

RELEASE: BY PARTICIPATING, ENTRANTS AGREE TO FULLY RELEASE, FOREVER DISCHARGE, AND HOLD HARMLESS THE SPONSOR AND CHALLENGE ENTITIES, AND THEIR RESPECTIVE TRUSTEES, DIRECTORS, OFFICERS, AGENTS, AFFILIATES AND EMPLOYEES (COLLECTIVELY, "RELEASED PARTIES") FROM ANY AND ALL LIABILITY FOR ANY CLAIMS, COSTS, INJURIES, LOSSES OR DAMAGES OF ANY KIND ARISING OUT OF THE CHALLENGE, INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS FOR UNAUTHORIZED OR ILLEGAL ACCESS TO PERSONALLY IDENTIFIABLE OR SENSITIVE INFORMATION, PERSONAL INJURY, DEATH, OR DAMAGE TO OR LOSS OF PROPERTY, LOSS OF ENJOYMENT, OR ANY OTHER HARM WHATSOEVER ARISING OUT OF: (1) PARTICIPATION IN THE CHALLENGE; (2) THE QUALITY, RECEIPT, POSSESSION, USE, OR MISUSE OF ANY PRIZE; OR (3) ANY TRAVEL OR ACTIVITY THAT IS RELATED TO THE CHALLENGE OR ANY PRIZE.

All Entries become the sole property of the Sponsor and/or Administrator. Entrants and Winners will grant to Sponsor, Administrator, and their designees the right, except where prohibited by law, to use their names, Challenge submissions, likenesses, pictures, addresses (cities and states), voices, biographical information, written or oral statements, for advertising, promotional and/or online voting purposes in promoting the Sponsor, its products, websites, and/or this Challenge or succeeding Challenges, in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

Indemnification. If Sponsor's or Administrator's use of your entry causes Sponsor or Administrator to be subject to a claim by any third party, you agree to indemnify and hold harmless the Released Parties, and all persons acting by, through, under or in concert with them, against any and all damages, costs, judgments and expenses (including reasonable attorney's fees) which the Released Parties (or any one of them) may incur as a result of the use of your entry.

Limitations of Liability. BY PARTICIPATING IN THE CHALLENGE, PARTICIPANTS ACKNOWLEDGE AND AGREE THAT EVERYTHING REGARDING THIS CHALLENGE, INCLUDING THE WEBSITE AND THE PRIZE(S), ARE PROVIDED "AS IS" AND THAT SPONSOR AND ADMINISTRATOR MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ABOUT THE PRIZE(S) AND SPONSOR AND ADMINISTRATOR HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. (BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF THE RELEASED PARTIES IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.)

THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR: (1) ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY PARTICIPANTS, PRINTING OR PRODUCTION ERRORS, OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR EMPLOYED IN THE CHALLENGE; (2) TECHNICAL FAILURES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO MALFUNCTIONS, INTERRUPTIONS, OR DISCONNECTIONS IN PHONE LINES OR NETWORK HARDWARE OR SOFTWARE; (3) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE ENTRY PROCESS OR THE CHALLENGE; (4) TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE CHALLENGE, THE PROCESSING OF ENTRIES, OR THE NOTIFICATION OF ANY WINNER; OR (5) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM A PARTICIPANT'S PARTICIPATION IN THE CHALLENGE OR RECEIPT OR USE OR MISUSE OF ANY PRIZE.

Only the number of prizes stated in these Official Rules is available to be won in the Challenge. In the event that production, technical, seeding, programming, or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor and Administrator reserve the right to award the prizes based upon which entries received the highest scores according to the judging criteria.

Publicity. Except where prohibited, acceptance of any prize constitutes the winner's irrevocable consent to the publication or other use by Administrator and Sponsor and their licensees of his or her name, biographical information and likeness and the name, biographical information and likeness of the child(ren) featured in the Entry, in any media, including the Internet, for any commercial, publicity or promotional purpose, without limitation, review or approval, or additional compensation.

Participation. By participating, participants agree to be bound by these Official Rules and the decisions of Administrator and Sponsor and any Challenge judges or administrators selected by Administrator and Sponsor, which are final and binding in all respects. Administrator reserves the right to disqualify persons found tampering with or otherwise abusing any aspect of this Challenge as solely determined by Administrator. In the event the Challenge is compromised by a virus, non-authorized human intervention, tampering or other causes beyond the reasonable control of Administrator and Sponsor which corrupts or impairs the administration, security, fairness or proper operation of the Challenge, Administrator and Sponsor reserve the right in their sole discretion to suspend, modify or terminate the Challenge. Should the Challenge be terminated prior to the stated expiration date, Administrator and Sponsor reserve the right to award prizes based on the entries received before the termination date. Proof of sending or submission of an entry will not be deemed proof of receipt by Administrator.

Construction. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any such provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

To learn more about the Path2College 529 Plan, its investment objectives, tax benefits, risks and costs, please see the Disclosure Booklet at 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 the Path2College 529 Plan.

Sponsor: TIAA-CREF Tuition Financing, Inc. (TFI), 8000 Norman Center Dr, Suite 650, Bloomington, MN 55437

Administrator: Georgia Television, LLC d/b/a WSB-TV, 1601 West Peachtree St. NE, Atlanta, GA 30309

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