

**Official Rules**  
**Nevada Prepaid Tuition Referral Contest**  
**\$529 Contribution into an SSGA Upromise College Savings Account Giveaway**  
**Dates: December 2019 – March 2020**

- **Contest:** Refer a friend/relative to open a prepaid tuition contract and be entered to win a \$529 contribution into an SSGA Upromise 529 college savings account
- **Sponsor:** The Nevada State Treasurer's Office is sponsoring this contest.
- **Eligibility Requirements:** This Nevada Prepaid Tuition Referral Contest is open to active Nevada Prepaid Tuition Program Contract holders who refer someone to enroll in the Program from December 1, 2019 through March 31, 2020. Employees of the State Treasurer's Office providing direct support to the Nevada Prepaid Tuition Referral Contest, Board of Trustees of the College Savings Board of Nevada, or advertising/promotional agencies and others who provide support to the Nevada Prepaid Tuition Plan, and their immediate family members and members of their households, are not eligible to participate.

The Nevada Prepaid Referral Contest begins on December 1, 2019 and closes at 11:59 p.m., on March 31, 2020. Sponsor reserves the right to verify eligibility at any time and reserves the right not to award prizes to ineligible applicants.

- **How to Enter:** To be entered into the drawing, you must have an active Nevada Prepaid Tuition contract. All contract holders are eligible to participate regardless of whether you are currently making payments, waiting to use your benefits, or actively using your benefits. You must refer someone to sign up for a new Prepaid Tuition contract within each month you wish to be entered into the random drawing. If you refer multiple people, you can receive multiple entries – one for each person that you refer who also purchases a contract. The person you refer must list your full name as the referral source when they open their new Prepaid Tuition contract. If you already have an active Nevada Prepaid Tuition contract and establish a new one for another child or grandchild, you are also eligible to be entered into the monthly drawings.
- **Selection of Winners:** Winners will be selected on a monthly basis in a random drawing from among all eligible entries received by representatives of Sponsor, whose decisions are final on all matters relating to this contest, to be held no later than thirty (30) days after the applicable quarterly entry period. Odds of winning depend upon number of eligible entries received. Winners will be notified by telephone, U.S. Mail, and/or email and, if winner does not already have a SSGA Upromise 529 Plan account (the "529 Account"), the winner will be required to complete documentation necessary to open a 529 Account, including an enrollment form with investment instructions (may also be completed online). Prize not claimed within thirty (30) days after the date of which the notification was made will be forfeited and awarded to the next alternative winner, in accordance with these Official Drawing Rules. The Prize may be awarded to

an alternate winner (selected in a random drawing from among all remaining eligible entrants) if:

- (i) An SSGA Upromise 529 Plan account is not opened in good order within thirty (30) days after notifying winner;
  - (ii) The winner is not eligible to open a SSGA Upromise 529 Plan account;
  - (iii) The winner does not provide proper investment instructions;
  - (iv) The Prize notification letter is returned as undeliverable; or
  - (v) Three (3) good faith attempts to contact the winner live by telephone or email are unsuccessful. The 529 Account is an Internal Revenue Code section 529 qualified tuition program, intended specifically for the payment of qualified higher education expenses for a designated beneficiary. Entrants may obtain a Disclosure Statement by calling 800- 587-7305 or by downloading it from [www.ssga.upromise529.com](http://www.ssga.upromise529.com), and should read it carefully before investing.
- **Prizes:** One Grand Prize per month of \$529 paid directly to the winner's SSGA Upromise 529 Account (existing account or a to-be-established 529 Account). Allow 8 - 12 weeks for funding of \$529 prize. Sponsor reserves right to substitute prize of equal or greater value. No other substitution or transfer of prize permitted. Sponsor responsible only for delivery of prize; not responsible for prize utility or otherwise. This contest does not take into account winner's personal circumstances or other factors that may be important in making investment decisions. Winner should consult his or her own tax advisor about tax implications, if any, of the 529 Account, contributions and/or withdrawals from the 529 Account. Sponsor reserves the right to disqualify any entrant if these Giveaway rules are not followed. Prize may be considered income, and all federal, state or local taxes associated with prizes are the sole responsibility of the winner. No other substitution or transfer of prize permitted. Sponsor responsible only for delivery of prize; not responsible for prize utility or otherwise. Sponsor reserves the right to disqualify any entrant if these contest rules are not followed.

Winners are urged to consult a tax advisor regarding tax consequences of any prize in light of the Winner's individual circumstances. Prizes not claimed within thirty (30) days after the date on which the notification was made will be forfeited and awarded to the next alternative winner, in accordance with these Official Rules. All prizes are awarded "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

- **Odds of Winning:** Odds of winning depend on the number of Nevada Prepaid Tuition Program Contracts purchased who were referred by an active contract holder between December 1, 2019 and March 31, 2020.
- **Privacy Policy:** Subject to "Use of Winner's Information" below, any information provided to Nevada State Treasurer's Office through participation in the Nevada Prepaid Tuition Referral Contest is used only in accordance with the State of Nevada Treasurer's Office Privacy Policy, as amended from time to time, currently

located in the 2020 Nevada Prepaid Tuition Program Description and Master Agreement, which can be accessed at [www.nvprepaid.gov](http://www.nvprepaid.gov).

- **General Terms and Conditions:** This Nevada Prepaid Tuition Referral Contest is void wherever prohibited or restricted by law. By participating in this Nevada Prepaid Tuition Referral Contest, all participants and their parents/guardians agree to be bound by all the Official Rules of this Nevada Prepaid Tuition Referral Contest and the decisions of the Sponsor, which shall be final. All federal, state and local laws and regulations apply. Neither the Sponsor, nor the State of Nevada Treasurer's Department Staff, nor the College Savings Board of Nevada, nor any other State of Nevada employee, is in any way responsible or liable for damage, loss or injury resulting from human error, altered, illegible, late, lost, or misdirected applications, events beyond their control, or acceptance and use of a prize. Winner assumes liability for any injuries caused or claimed to be caused by participating in the Nevada Prepaid Tuition Referral Contest or by any prize. Sponsor reserves the right to suspend or terminate the Nevada Prepaid Tuition Referral Contest or any entrant's participation in the Nevada Prepaid Tuition Referral Contest should unauthorized human intervention or other causes beyond Sponsor's control affect the administration, security or proper payout of the Nevada Prepaid Tuition Referral Contest, or Sponsor otherwise becomes (as determined in its sole discretion) incapable of running the Nevada Prepaid Tuition Referral Contest as planned. Participants who violate these Official Rules, tamper with the operation of the Nevada Prepaid Tuition Referral Contest or engage in any conduct that is detrimental or unfair to Sponsor, the Nevada Prepaid Tuition Referral Contest or any other individual (in each case as determined in Sponsor's sole discretion) are subject to disqualification from entry into the Nevada Prepaid Tuition Referral Contest. Sponsor reserves the right to lockout any person whose eligibility is in question or who has been disqualified or is otherwise ineligible to enter the Nevada Prepaid Tuition Referral Contest. Capitalized terms used herein and not defined in this document shall have the meanings defined in the 2020 Nevada Prepaid Tuition Program Description and Master Agreement.
- **Certificate and Consent.** As a condition of being awarded any prize, Winners will be required to execute and deliver to Sponsor a signed Certificate of Eligibility and Acceptance of these Official Rules and release of liability. By entering, participant and his or her parent/guardian agrees that no claim relating to losses or injuries shall be asserted against the Nevada State Treasurer's Office, the College Savings Board of Nevada, the State of Nevada, the Nevada Higher Education Prepaid Tuition Trust Fund, or any of their affiliates, directors, officers, shareholders, employees or agents. By accepting a prize, Winner agrees to and shall be deemed to release and hold harmless the Nevada Higher Education Prepaid Tuition Trust Fund, the College Savings Board of Nevada, the State of Nevada Treasurer's Office or staff, and any other employee of the State of Nevada against any and all losses, damages, rights, claims and actions of any kind resulting from or arising in connection with the Nevada Prepaid Tuition Referral Contest or acceptance, delivery, misdelivery, possession or use of or inability to use any prize, including without limitation, personal injuries, death and property damage, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional, and whether under a theory of contract, tort theory (including

negligence), warranty or other theory. Winners shall be required to provide the Sponsor with all necessary beneficiary information (i.e., beneficiary name, address, date of birth and social security number) to open the Nevada Prepaid Tuition account.

- **Use of Winner's Information.** Sponsor may use a Winner's name, age, city of residence, photo, video and any testimonial in marketing, outreach and promotion of the program and/or contest. Sponsor may ask the winner's Parent/Grandparent/Guardian and the winner (Student Beneficiary) to appear on local TV or Radio and the winner will be expected to reasonably accommodate the public appearance request. Every effort will be made by the Sponsor to make sure the date and time of any public appearance celebrating the win works for all parties involved.