

**2023-24 MNSAVES
SMART SAVINGS 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 MNSAVES Smart Savings Sweepstakes (the "Sweepstakes") consists of six (6) random monthly drawings which will be conducted on or around the first of each month beginning November 1, 2023 through April 1, 2024. One (1) monthly prize will be awarded to the winning Entrant, for the benefit of his or her child, grandchild or other loved one. The sweepstakes begins at 12:00 AM Central Time ("CT") on 10/1/2023 and runs through 11:59 PM CT 3/31/2024. Non-winning Entries will be automatically included in subsequent monthly drawings. Sweepstakes' details and Entry are available by clicking on the link posted on the home page of the MNSAVES web site at www.mnsaves.org.

SWEEPSTAKES SPONSOR AND ADMINISTRATOR: TIAA-CREF Tuition Financing, Inc. (TFI), Program Manager for the Minnesota 529 College Savings Plan ("Sponsor").

ELIGIBILITY: Sweepstakes is open only to legal U.S. residents or taxpayers of Minnesota - or current Minnesota 529 College Savings Plan account owners who are legal residents of the fifty (50) United States or District of Columbia ("DC"). Entrants must be at least eighteen (18) 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, 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 and employees of the Minnesota Office of Higher Education and their immediate family members if the employee is directly involved with the management of the Minnesota 529 College Savings Plan (collectively the "Sweepstakes Entities") are not eligible. All taxes and other costs associated with the Sweepstakes are solely the responsibility of the recipient.

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 Administrator, which are final and binding in all matters related to the Sweepstakes.

HOW TO ENTER: To receive one (1) sweepstakes Entry, visit <http://www.mnsaves.org>, complete the Official Entry Form and submit online as directed. All Entries must be received by 11:59 PM CT on the last day of the month to be eligible for that month's drawing. **Limit: One (1) Entry per eligible Entrant.** 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 sweepstakes 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: Each monthly MNSAVES Smart Savings Prize winner will be randomly selected from among all eligible Entries and will be notified by e-mail to confirm their eligibility. Winners will be required to complete, execute and return within five (5) business days, an Affidavit of Eligibility and Publicity Release or the prize will be forfeited and awarded to an alternate. If selected prize winner does not meet the eligibility requirements, he/she will be disqualified, and an alternate winner will be randomly selected and notified as per the procedures outlined above. Random drawing will be conducted by Administrator. The odds of winning a prize depends on the number of eligible Entries received during the promotion.

PRIZES / APPROXIMATE RETAIL VALUE (ARV): Six (6) Sweepstakes Prizes - \$529 to be awarded in the form of a direct deposit into an MNSAVES account. **BE SURE TO CAREFULLY REVIEW THE Minnesota 529 COLLEGE SAVINGS PLAN DESCRIPTION AVAILABLE AT MNSAVES.ORG BEFORE ESTABLISHING A MNSAVES ACCOUNT.**

GENERAL PRIZE RESTRICTIONS: 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.

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 Sweepstakes 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.mnsaves.org. Sweepstakes Sponsor and Administrator 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 prize, winner grants to Sponsor, Administrator, and their affiliated companies the right, except where prohibited by law, to use winner 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 his/her name, picture, likeness, address (city and state), email 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 www.mnsaves.org and the selection of sweepstakes 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 prize awarded shall be resolved individually, without resort to any form of class action or the appropriate Minnesota 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 Minnesota, without giving effect to any choice of law or conflict of law rules (whether of the State of Minnesota or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than State of Minnesota.

ENTRANT'S PERSONAL INFORMATION: Information collected online from Entrants is subject to the Minnesota 529 College Savings Plan Privacy Policy (<https://www.mnsaves.org/privacy-policy>).

To learn more about the Minnesota College Savings Plan, its investment objectives, risks, charges and expenses please see the Plan Description at mnsaves.org. 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 Minnesota College Savings Plan.