## IDeal - Idaho College Savings Program 2014 Dream It & Film It Contest Official Rules

## NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL ENTRIES MUST BE RECEIVED DURING THE ENTRY PERIOD. VOID WHERE PROHIBITED BY LAW.

**1. Sponsor**: The Idaho College Savings Program 2014 Dream It & Film It Contest ("Contest") is sponsored by the Idaho College Savings Program (IDeal). IDeal's offices are located within the Idaho State Treasurer's Office at 700 W. Jefferson St., Suite 126, Boise, Idaho 83702. The Contest is in no way sponsored, endorsed or administered by, or associated with Facebook.

**2. Eligibility:** Participation is open only to individual legal residents of the State of Idaho who are at least 18 years of age and have a valid Social Security number or tax identification number. Otherwise eligible participants with a mailing address that is a P.O. Box must have a valid physical address in Idaho that is not a P.O. Box. Void outside of the State of Idaho, and where prohibited or restricted by local law. Employees, officers and directors and their immediate families (parents, children, siblings, and spouse), and members of their household (whether or not related) of IDeal, the Idaho College Savings Program Board, and any FINRA member are not eligible to participate in the Contest. The Contest may only be entered in or from the State of Idaho. Entries originating from any other jurisdiction are not eligible for the Contest.

**3.** How to Enter/Entry Period: Eligible individuals may submit an entry through the Contest portal at <u>www.idsaves.org</u> during the entry period. The entry period runs from 12:00 am, MDT September 8, 2014, to 11:59 pm, MDT, October 6, 2014. Entries submitted before or after the entry period will not be accepted. Entrants must submit an entry consisting of a fully completed designated entry form, a video of no less than thirty (:30) seconds and no more than sixty (:60) seconds meeting the submission materials requirements, and third-party releases (Appearance Consent Form) for any persons represented in the video that are not the entrant (collectively, the "submission materials"). Only one entry will be allowed for each designated beneficiary as specified on the entry form. Entrants submitting the submission materials in accordance with these Official Rules will be eligible and automatically entered in the contest. The Sponsor is not responsible for lost, late, corrupted, or misdirected entries, whether due to technical or computer malfunctions or otherwise.

**4. Submission Materials Requirements**: The video portion of the submission materials must contain a clear explanation of the entrant's or another person's plans for the future and how higher education is a part of making those plans a reality. Submission materials must not contain: nudity, profanity; obscene language, text, images or materials; defamatory language, text or images materials; violence or threats of violence; representations or advocacy of an illegal act; derogation of any ethnic, racial, gender, religious or age group; or, infringe on the intellectual property of third parties. Infringement includes, but is not limited to, use of logos, names, labels, symbols, lyrics, music, photographs, or works of art without the prior written consent of the owner. If a person other than the individual submitting the designated entry form is portrayed in the submission materials, the submission materials must contain a valid, completed Appearance Consent Form for each represented person. The Appearance Consent Form is attached to these official rules and available at <u>www.idsaves.org</u>. Submit completed consent form via email to <u>contest@idsaves.idaho.gov</u>. Other than the designated entry form and the Consent Form, submission materials must not contain information identifying the persons in the materials in any way other than the use of first names. The Sponsor may disqualify any submission materials the Sponsor determines, in its sole unfettered discretion, that do not meet these Submission Materials Requirements or are inappropriate, unsuitable or offensive.

**5. Voting/Odds:** One (1) winner will be selected in each of the three (3) categories described below by voting conducted in accordance with these official rules. In addition, the Sponsor will award one (1) prize to the Idaho K-12 public school selected by the entrant receiving the most votes. Odds of winning a Prize depend upon the number of eligible entries received. The categories consist of: grades kindergarten through six (6); grades seven (7) to twelve (12) and adults (on behalf of a child or themselves). Entrants must select the category in which the video will compete for votes on the

entry form. Eligible entries will be posted at <a href="http://bit.ly/1nQ2utn">http://bit.ly/1nQ2utn</a> for public voting. IDeal may decline to post or remove, at any time, any entry not complying with these official rules. The public will be given the opportunity to vote on eligible entries by visiting <a href="http://bit.ly/1nQ2utn">http://bit.ly/1nQ2utn</a> until October 6, at 11:59 pm. MDT. Only one vote, per person, per day is allowed. IDeal may determine, in its sole, unfettered discretion to disallow multiple votes cast by the same person on a given day. Multiple votes may be determined by any method including Facebook account, e-mail account, and IP address. The entrant with the highest number of votes in each category, subject to IDeal's determination of multiple votes and compliance with the submission material requirements, will be selected as winners. Only three (3) winners, one for each category, will be selected by public vote and only one (1) Idaho K-12 public school will receive a prize based upon selection of the winner receiving the highest number of public votes. If a winner is unable or does not satisfy the prize award requirements in these official rules, the entrant with the next highest number of votes, subject to IDeal's determination of multiple votes and compliance with the submission material requirements, will be selected as a winner for the applicable category. Votes will be cast based upon the video most likely to persuade someone like the voter to save for higher education.

**6. Prizes:** The three (3) winners will receive Five Hundred and Twenty-Nine U.S. Dollars (\$529) each in the form of a contribution to the winner's IDeal account (the "Prize"). In addition, the Sponsor will award Five Hundred and Twenty-Nine U.S. Dollars (\$529) to the Idaho public K-12 school selected by the entrant receiving the most votes. All potential winners are subject to eligibility verification by IDeal, whose decisions are final and binding in all matters related to the Contest. An entrant is not a winner of any Prize unless and until the entrant's eligibility has been verified, the entrant has signed the Prize Acceptance Agreement and the entrant has been notified that verification is complete. The Prize is non-transferable. IDeal is responsible only for delivery of the Prize; not responsible for Prize utility or otherwise. The awarding of the Prize does not take into account a winner's personal circumstances or other factors that may be important in making investment decisions. Investment returns are not guaranteed and the winner could lose money by investing in IDeal. Each winner should consult his or her own tax advisor about tax implications, if any, associated with contributions and/or withdrawals from the IDeal account. The Prize may be considered income, and any and all taxes associated with a Prize are the responsibility of the winner.

**7.** Notification: Winners will be announced at the conclusion of the voting period, subject to verification and execution of the Prize Acceptance Agreement. Winners will be notified by telephone or U.S. mail, and the Prize will be deposited directly into winner's IDeal account. Allow 8-12 weeks following the date of the announcement of winners for confirmation of a Prize. In the event the winner does not have an existing IDeal account, the winner will be required to complete documentation necessary to open an IDeal account, including an enrollment form with investment instructions. An IDeal account is required to be opened in order to deposit the Prize, but the selected winner is not required to deposit any additional monies into the account in order to receive the Prize. The Prizes may be awarded to an alternate winner, as set forth under Prizes above, if (i) the IDeal account documentation is not returned in good order within fourteen (14) days after mailing to the winner; (ii) the Prize notification letter is returned as undeliverable; (v) the winner does not execute a Prize Acceptance Agreement or (vi) three (3) good faith attempts to contact the winner live by telephone are unsuccessful (no messages will be left). No more than the stated number of Prizes will be awarded. 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 rules to be available and/or claimed, IDeal reserves the right to award only the stated number of Prizes.

**8. Miscellaneous and Conditions of Participation:** This Contest is void where prohibited or restricted by law, and is subject to all applicable federal, state, and local laws and regulations. Taxes and fees, if any, are the sole responsibility of the winner(s). By entering the Contest, entrants fully and unconditionally agree to be bound by these official rules, the terms of the entry form, and the decisions of IDeal, which will be final and binding on all matters relating to the Contest, and warrant that (s)he is eligible to participate in the Contest and to grant permission for the submission materials to be posted publicly, including on the Internet. IDeal reserves the right to disqualify any entrant if these official rules are not followed, and to change, alter, or amend these official rules or to alter, modify, suspend, or terminate the Contest, as necessary, in its sole discretion, to ensure the fair administration of the Contest or to comply with applicable law. The

Contest is not a recommendation to invest in IDeal.

**9. Release:** Each entrant agrees, except where prohibited by law, to release and discharge, hold harmless and indemnify the State of Idaho, IDeal, its employees, agents and representatives, officers and officials and their immediate families, successors and assigns, and all others associated with the development and execution of this Contest, from: any and all tax liability that may be imposed or associated with receipt or use of the Prize; and from and against any and all claims, actions, proceedings, and liability for any damages, expenses, fees, injury or losses sustained in connection with the receipt, ownership, use or misuse of the Prize or while traveling to, preparing for, or participating in any Contest related activity; and from any and all claims, actions, proceedings, and liability for any damages, expenses, fees injury or losses sustained in connection with the receipt, ownership, use or misuse of the Prize or misuse of the submission materials.

**10. Grant of License/Publicity:** Except where prohibited by law, by entering the Contest or by winning, entrants grant to Ideal the right to publicize the entrant's name, photograph, image, likeness, voice, statements, and biographical information in all manner and media, worldwide, in perpetuity, for advertising, trade, and promotion purposes without compensation and without opportunity for review. Ownership of the underlying intellectual property shall remain with the entrant. Except where prohibited by law, by entering the Contest, entrants grant to IDeal a royalty-free, limited, non-exclusive license to use, reproduce, reprint, publish, distribute, display, exploit and use entries in any and all media now know or devised, worldwide, in perpetuity and without compensation, permission or notification to entrant or any third party.

**11. Limitations of Liability:** The state of Idaho, IDeal, its employees, agents and representatives, officers and officials and their immediate families, successors and assigns, and all others associated with the development and execution of this Contest shall have no responsibility or liability for (i) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (ii) technical failures of any kind, including, but not limited to, malfunctions, interruptions or disconnections in telephone lines or network hardware or software; (iii) unauthorized human intervention in any part of the entry process or the Contest; (iv) technical or human error which may occur in the administration of the Contest; or (v) failed, incomplete, garbled, jumbled, corrupted or delayed computer transmissions which may limit an individual's ability to enter the Contest, including any injury or damage to entrant's or any other person's computer relating to or resulting from entering the Contest or downloading any materials related to the Contest.

**12.** Entrant's Personal Information: Information collected from entrants will be maintained by IDeal and its representatives in accordance with applicable federal and state consumer privacy laws, rules and regulations and the Idaho public records laws. IDeal does not sell or rent personal information to anyone.

**13.** Copy of Rules/List of Winners: For a copy of these official rules and/or a list of winner's name, send your request and a self-addressed envelope to the address listed below.

IDeal Dream It & Film It Contest 95 Wells Avenue, Suite 160 Newton, MA 02459

## Idaho College Savings Program 2014 Dream It & Film It Contest Appearance Consent Form

Entrant Name:	
Name of Person Appearing in Video:	
Address of Person Appearing in Video:	
Phone Number of Person Appearing in Video:	

I hereby irrevocably and unconditionally grant to IDeal, the Idaho College Savings Program (IDeal) and the state of Idaho, and its agents, affiliates, licensees and assigns a non-exclusive, royalty-free license to use, reproduce, reprint, publish, distribute, display, and exploit my voice, performance, appearance, image, and likeness as recorded by audio and/or video recordings, including still, moving picture, and sound recordings (collectively the "Performance") in the video submitted by the above entrant to the Idaho College Savings Program 2014 Dream It & Film It Contest in perpetuity and in all languages, markets, formats and media now known or hereafter devised.

I knowingly and voluntarily assume all risks associated with my Performance. Nothing in my Performance infringes on the intellectual property rights of any person.

If the person appearing in the video is over eighteen (18) years of age:

I have read this Appearance Consent Form prior to signing it and fully understand and agree to its terms.

Print Name:

If the person appearing in the video is under eighteen (18) years of age,

I hereby warrant that I am the parent or legal guardian of the person appearing in the video and identified above and that I have the legal authority to sign this Appearance Consent Form. I have read this Appearance Consent Form prior to signing it and fully understand and agree that the minor person will be bound by its terms.

Print Name:

Submit completed forms to: <a href="mailto:contest@idsaves.idaho.gov">contest@idsaves.idaho.gov</a>