

## **Indiana CollegeChoice 529 Direct Savings Plan**

### Terms and Conditions

PLEASE READ THE FOLLOWING **COLLEGECHOICE 529 DIRECT SAVINGS PLAN (“COLLEGECHOICE 529”)** REFERRAL PROGRAM TERMS AND CONDITIONS (“PROGRAM TERMS”) CAREFULLY BEFORE PARTICIPATING IN THE **COLLEGECHOICE 529 DIRECT SAVINGS PLAN** REFERRAL PROGRAM (THE “PROGRAM”). PARTICIPATION IN THE PROGRAM CONSTITUTES YOUR ACCEPTANCE OF ALL PROGRAM TERMS. CollegeChoice 529 is pleased that you are participating in the Program. Your participation in and use of the Program is strictly subject to the Program Terms and CollegeChoice 529 [Privacy Policy](#). If you have any questions about these Program Terms, our Privacy Policy, or any other policies or terms applicable to your participation in the Program, please email us at [clientservice@collegechoicedirect.com](mailto:clientservice@collegechoicedirect.com).

#### **Program Summary; Qualified Referrals; Reward**

Existing Participants in CollegeChoice 529 are eligible to participate in the Program. CollegeChoice 529 will provide you a reward of \$20 in the form of a contribution into your existing CollegeChoice 529 account (“Referral Reward”) for each individual you refer who successfully opens and funds a new account with CollegeChoice 529 (“Qualified Referral”). Your Qualified Referral will also receive a reward of \$20 in the form of a contribution into a new CollegeChoice 529 account (“New Participant Reward”, together with the Referral Reward, the “Rewards”). The Referral Reward will be deposited into your CollegeChoice 529 account and the New Participant Reward will be deposited into the new CollegeChoice 529 account opened by the Qualified Referral (“New Account”). Rewards will be allocated to the first beneficiary named on the CollegeChoice 529 account. The Rewards will be deposited within 60 days of the New Account being funded.

In order to participate, you must register with the Program at <https://collegechoice529.yourefer.com>. All of your referrals must be made through this website in order to be considered. After you register, you will be given a personalized link that you can share with your family, friends and network through email and/or social media. In order for the Referral Reward to be tracked to a Participant, the Qualified Referral must use the link provided by you to open the New Account. CollegeChoice 529 accounts opened directly on the CollegeChoice 529 website or otherwise than through the link do not qualify for receipt of a Referral Reward or New Participant Reward. To be eligible to receive the Referral Reward, your Qualified Referral must be a new Participant in CollegeChoice 529, which for the purposes of this Program, does not include persons who previously enrolled in CollegeChoice 529. If two Participants refer the same individual, the Referral Reward will go to the Participant whose link the individual.

The Qualified Referral will be required to complete documentation necessary to open a CollegeChoice 529 account, including an enrollment form with investment instructions. In order to receive the New Participant Reward, the Qualified Referral must contribute the minimum contribution amount required by CollegeChoice 529 to open a CollegeChoice 529 account. By participating in the Program, you agree that College SAVE shall make the final determination as to whether any referral meets all requirements to be considered a Qualified Referral. The total Referral Rewards are limited to \$500/calendar year (or 25 Qualified Referrals) for each Participant.

The Program does not take into account a Participant’s or Qualified Referral’s personal circumstances or other factors that may be important in making investment decisions. Investment returns are not guaranteed and you could lose money by investing in a CollegeChoice 529 account. Participants and Qualified Referrals should consult their own tax advisor about the tax implications, if any, associated with contributions and/or withdrawals from their CollegeChoice 529 account. The Rewards may be considered income and any and all tax liability associated with, or arising out of

receipt of the Rewards under this Program are the responsibility of the Participants and Qualified Referrals.

You must be of legal age (at least 18 years old) in your respective state to qualify for this Program. Rewards are non-transferable or exchangeable for cash.

Employees, officers and directors and their immediate families (parents, children, siblings, and spouses) and members of their household (whether or not related) of CollegeChoice 529, the Indiana Education Savings Authority, its Board, the CollegeChoice Direct 529 Savings Trust, Ascensus Broker Dealer Services, LLC, Ascensus Investment Advisors, LLC, Ascensus College Savings Recordkeeping Services, LLC, and of any other FINRA member are not eligible to participate in this Program.

### **Participant Acceptance; Termination**

CollegeChoice 529 will make all determinations regarding participation in the Program. CollegeChoice 529 reserves the right to terminate your participation in the Program or cancel the entire Program at any time for any reason or no reason, to the extent permitted by law, upon written notice to you. Any written notices required or permitted to be given by CollegeChoice 529 hereunder may be delivered by email. By participating in the Program, you consent to delivery of all Program-related notices and information by email to the email address you have registered your CollegeChoice 529 Referral Program account with and acknowledge that you have the necessary equipment (hardware and software) to receive and read such emails.

### **Program Use**

CollegeChoice 529 will provide you with access to the Program, which includes your ability to track your referrals and payment determinations with respect thereto [here](#); provided, that your use of the Program is strictly subject to the Program Terms. CollegeChoice 529 will periodically provide the Program any updated account information, including whether a particular referral becomes a Qualified Referral. CollegeChoice 529 is not obligated to, and will not, release to you the reasons why a particular referral has not been deemed a Qualified Referral.

By participating in the Program, you are consenting to our use of third party providers to administer the Program and to our use of certain information about your computer, such as IP address and other information that will allow us to track your referrals; furthermore, you will be asked to share with such third party provider certain information about yourself such as your name and email.

### **Indemnification**

By participating in the Program, you agree to and will indemnify and hold CollegeChoice 529, its administrators, service providers, and their affiliates (collectively, "Plan Providers") harmless from and against any and all damages, costs, expenses, claims or liabilities of any kind, including third party claims, whether pending or threatened, including without limitation, attorneys' fees and court costs, incurred by any of them arising out of or related to your participation in the Program or breach of these Program Terms. Each Participant and Qualified Referral is responsible for confirming that the appropriate Reward amount is contributed to their CollegeChoice 529 account.

### **Warranty Disclaimers; Limitation of Liability**

You expressly agree that your participation in the Program is at your own risk. The Program is made available to you on an "as is" basis without warranty of any kind, express or implied. Neither CollegeChoice 529 nor Plan Officials (as defined in the CollegeChoice 529 Disclosure Booklet), through these Program terms, makes any warranty regarding the Program, and each expressly disclaims all warranties, express or implied, including without limitation warranties of merchantability or fitness for a particular purpose. In no event shall CollegeChoice 529 or Plan Officials be liable for special, indirect, consequential or incidental damages or damages for loss of profits, revenue, use,

or data as a result of claims, whether brought in contract or tort, arising out of or connected with these Program Terms or the Program, even if CollegeChoice 529 has been advised of the possibility of such damages.

### **Personal Information**

Information collected from you or the individuals you refer will be maintained by CollegeChoice 529 and its representatives in accordance with applicable federal and state consumer privacy laws, rules and regulation.

### **Amendments**

These Program Terms may be altered, changed, modified or assigned by CollegeChoice 529 at any time by providing notice to you. Your participation in the Program at any time after CollegeChoice 529 provides you such notice of changes will constitute your agreement to such changes.

### **Acceptance and Jurisdiction**

By participating in the Program, you agree that you have read, understand and will abide, and be bound, by these Program Terms. These Program Terms shall be governed in all respects in accordance with the laws of the State of Indiana without regard to the conflict or choice of law rules thereof.

### **General**

You may not assign the right to participate in the Program to any other party. CollegeChoice 529 may assign these Program Terms or assign or delegate any of its rights or responsibilities hereunder to independent contractors or other third parties. CollegeChoice 529 shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and executed by an authorized representative of CollegeChoice 529. No delay or omission by CollegeChoice 529 in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

### **Sponsor**

The Program is sponsored by CollegeChoice 529, P.O. Box 219418, Kansas City, MO 64121.