

OFFICIAL DRAWING RULES

KY SAVES 529 QUARTERLY \$529 ACCOUNT DRAWING

Deadlines to Enter: March 31st, June 30th, September 30th, December 31st 2022

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

1. Eligibility. Participation is open only to individual legal residents of the Commonwealth of Kentucky who are at least eighteen (18) years of age as of the date of entry and have a Social Security Number or Tax Identification Number. Employees, officers and directors and their immediate families (parents, children, siblings, and spouses) and members of their household (whether or not related) of the Kentucky Higher Education Assistance Authority (“KHEAA”) and, Ascensus College Savings Recordkeeping Services, LLC, are not eligible to participate in the KY Saves 529 (the “Plan”) Account Drawing (the “Drawing”).
2. How to Enter. Eligible individuals may complete an official entry form available at the Plan booth and deposit it into the official specially marked entry box or complete all necessary fields on the website entry form in order to enter the Drawing for the applicable Quarterly Entry Period (as hereinafter defined). "Quarterly Entry Period" means each entry period for a Drawing beginning on the first day of each calendar quarter (January 1st, April 1st, July 1st, October 1st) and ending at midnight on the last day of the corresponding calendar quarter (March 31st, June 30th, September 30th, December 31st). The limit per Drawing is one (1) entry per household. No mechanically reproduced, illegible, incomplete, forged or altered entries will be accepted. The Plan is not responsible for late, lost, misdirected, incomplete, illegible, damaged, or incorrect entries.
3. Drawing. The winner will be selected in a random Drawing from among all eligible entries received by the Plan during the applicable Entry Period. Only One Prize will be awarded per quarter. The random Drawing will be held no later than thirty (30) days after the end date. The results of the Drawing, and all decisions of KHEAA as to the administration of the Drawing and the prize award, are final and binding in all aspects.
4. Odds of Winning. Odds of winning depend upon number of eligible entries received during the applicable Quarterly Entry Period. Each Quarterly Entry Period begins on the first day of each quarter (January 1st, April 1st, July 1st, October 1st) and ends at midnight on the last day of the corresponding quarter (March 31st, June 30th, September 30th, December 31st).
5. The Prize. The winner will receive a prize of a FIVE HUNDRED TWENTY-NINE DOLLARS (\$529) in the form of a contribution into a new or existing Plan account (the “Prize”). Allow 4 – 6 weeks for a Prize to be credited to a Plan account. Potential winner is subjected to eligibility verification by the Plan, whose decisions are final and binding in all matters related to the Drawing. An entrant may not win the Prize unless and until the entrant’s eligibility has been verified and the entrant has been notified that verification is complete. The Prize is non-transferable. The Plan is responsible only for delivery of the Prize; not responsible for Prize utility or otherwise. The Drawing 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 a Plan account. The winner should consult his or her own tax advisor about the tax implications, if any, associated with contributions and/or withdrawals from his or her Plan account. The Prize may be considered income, and any and all taxes associated with a Prize are the responsibility of the winner. The Plan is an Internal Revenue Code section 529 qualified tuition program, intended specifically for the payment of qualified education expenses for a designated beneficiary. Entrants may obtain a Program Description by calling 877-598-7878 or by downloading it from www.kysaves.com and should read it carefully before investing.

6. Notification. The winner will be notified by telephone, email, and/or postal mail. Prize claim notice must be returned within fourteen (14) days after the date of which the notification was made or else the Prize will be forfeited and awarded to the next alternative winner, in accordance with these Official Drawing Rules. In the event the winner does not have an existing Plan account, the winner will be required to complete documentation necessary to open an account, including an enrollment form with investment instructions. (A Plan account is required to be opened in order to deposit the Prize, but the selected winner is not required to contribute any additional monies into the account in order to receive the Prize.) The Prize may be awarded to an alternate winner (selected in a random drawing from among all remaining eligible entrants) if (i) the Plan account documentation is not returned in good order within fourteen (14) days after mailing to winner; (ii) the winner is not eligible to open a Plan account; (iii) the winner does not provide 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 are unsuccessful. The Plan is not responsible for, and shall not be liable for, late, lost, misdirected, or unsuccessful efforts to notify winners.

7. Miscellaneous and Conditions of Participation. The Drawing is void where prohibited or restricted by law, and is subject to all applicable federal, state, and local laws and regulations. Except where prohibited by law, all issues concerning the construction, validity and enforcement of these Official Drawing Rules, or the rights and obligations of the entrant and the Plan, shall be construed and governed by the laws of the Commonwealth of Kentucky without regard to conflicts of law. All suits or claims brought in connection with the Drawing must be brought in a state or federal court in the Commonwealth of Kentucky. Taxes and fees, if any, are the sole responsibility of the winner. By entering the Drawing, entrants fully and unconditionally agree to be bound by these Official Drawing Rules and the decisions of the Plan, which will be final and binding on all matters relating to this Drawing, and warrant that (s)he is eligible to participate in this Drawing. The Sponsor reserves the right to disqualify any entrant if these Official Drawing Rules are not followed, and to change, alter, or amend these Official Drawing Rules or to alter, modify, suspend, or terminate the Drawing, as necessary, in its sole discretion, to ensure the fair administration of the drawing or to comply with applicable law. The Drawing is not a recommendation to invest in the Plan. No Kentucky general fund or taxpayer dollars are used to fund the winner's account.

8. Release. Each entrant agrees, except where prohibited by law, to release and discharge, hold harmless and indemnify the Plan, its employees, agents and representatives, officers and directors and their families; successors and assigns, and all others associated with the development and execution of this drawing, 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, participating in any drawing-related activity.

9. Publicity. Except where prohibited by law, by entering the Drawing or by winning, entrants grant to the Plan 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.
10. Limitations of Liability. The Plan, its employees, agents and representatives, officers and directors and their immediate families, successors and assigns, and all others associated with the development and execution of this Drawing 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 Drawing; (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 Drawing; (iv) technical or human error which may occur in the administration of the Drawing; or (v) failed, incomplete, garbled, jumbled, corrupted or delayed computer transmissions which may limit an individual's ability to enter the Drawing, including any inquiry or damage to entrant's or any other person's computer relating to or resulting from entering the Drawing or downloading any materials related to the Drawing.
11. Entrant's Personal Information. Information collected from entrants will be maintained by the Plan and its representatives in accordance with applicable federal and state consumer privacy laws, rules and regulation.
12. Copy of Rules/Winners Name. For a copy of these the Official Drawing Rules and/or the winner's name, send your request and a self-addressed envelope to the sponsor address listed below.
13. Sponsor. KY Saves 529, P.O. Box 56014, Boston, MA 02205-6014

For more information about the Kentucky Educational Savings Plan and Trust (KY Saves 529), call 877-598-7878, or visit www.ky529.com to obtain a Program Description, which includes investment objectives, risks, charges, expenses, and other important information. Read and consider it carefully before investing.

Before you invest, consider whether your or the beneficiary's home state offers any state tax or other state benefits such as financial aid, scholarship funds, and protection from creditors that are only available for investments in that state's qualified tuition program.

KY Saves 529 is administered by the Kentucky Higher Education Assistance Authority. Ascensus College Savings Recordkeeping Services, LLC, is the Program Manager. The Program Manager

and its affiliates have overall responsibility for the program's day-to-day operations, including investment advisory services, recordkeeping and administrative services.

Investment returns will vary depending upon the performance of the Investment Options you choose. Except to the extent of FDIC insurance available for the Capital Preservation Option, depending on market conditions, you could lose all or a portion of your money by investing in KY Saves 529. Account Owners assume all investment risks as well as responsibility for any federal and state tax consequences.