

## Official Drawing Rules

**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 State of North Dakota who are at least 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 spouse) and members of their household (whether or not related) of the College SAVE Plan (the "Sponsor" or "College SAVE"), Bank of North Dakota, Ascensus College Savings Recordkeeping Services, LLC, Ascensus Broker Dealer Services, Inc., and any other FINRA member are not eligible to participate in the College SAVE Drawings ("Drawings", each a "Drawing") identified below. The Drawings may only be entered in or from the State of North Dakota. Entries originating from any other jurisdiction are not eligible for the Drawings.

**2. How to Enter:** Eligible individuals who complete an official entry card in full in person at a College SAVE presentation will be automatically entered in random Drawings to be held annually on January 1<sup>st</sup> and July 1<sup>st</sup>. Limit per Drawing: One (1) entry per family. The Sponsor is not responsible for lost, late, corrupted, or misdirected entries, whether due to technical or computer malfunctions or otherwise.

**3. Random Drawing/Odds:** Two (2) winners will be selected – one (1) for each six month period - on or around January 10<sup>th</sup> and July 10<sup>th</sup> after 12:00 PM, Central Time, in a random Drawing held from the eligible entries received by the Sponsor during the event prior to the time of the Drawing. Odds of winning a Prize from a particular Drawing depend upon the number of eligible entries received by the Sponsor for inclusion in each Drawing.

**4. Prizes:** The two (2) winners selected by the Sponsor will each receive Five Hundred and Twenty-Nine U.S. Dollars (\$529.00) in the form of a contribution to the winner's account in College SAVE, a Section 529 college savings plan offered by the Bank of North Dakota (the "Prizes"). In the event the winner does not have an existing College SAVE account, the winner will be required to complete documentation necessary to open a College SAVE account, including an enrollment form with investment instructions. (A College SAVE 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.) All potential winners are subject to eligibility verification by the Sponsor, whose decisions are final and binding in all matters related to the Drawings. An entrant is not a winner of any Prize unless and until the entrant's eligibility has been verified and the entrant has been notified that verification is complete. The Prizes are non-transferrable. The Sponsor is responsible only for delivery of the Prize; not responsible for Prize utility or otherwise. The Drawings do 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 College SAVE. Each winner should consult his or her own tax advisor about tax implications, if any, associated with contributions and/or withdrawals from a College SAVE account. The Prizes may be considered income, and any and all taxes associated with a Prize are the responsibility of the winner.

**5. Notification:** Winners will be notified by telephone or U.S. mail, and the Prizes will be deposited directly into each winner's College SAVE account. Allow 8-12 weeks following the date of the actual Drawing for confirmation of a Prize. The Prize may be awarded to an alternate winner (selected in a random drawing from among all remaining eligible entrants) if (i) the College SAVE account documentation is not returned in good order within thirty (30) days; (ii) the winner is not eligible to open the College SAVE 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. 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 Official Drawing Rules to be available and/or claimed, the Sponsor reserves the right to award only the stated number of Prizes by a random drawing among all legitimate, un-awarded, eligible Prize claims.

**6. Miscellaneous and Conditions of Participation:** The Drawings are void where prohibited or restricted by law, and are 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 Sponsor, shall be construed and governed by the laws of the state of North Dakota without regard to conflicts of law. All suits or claims brought in connection with the Drawings must be brought in a state or federal court in North Dakota. Taxes and fees, if any, are the sole responsibility of the winner. By entering a Drawing, entrants fully and unconditionally agree to be bound by these Official Drawing Rules and the decisions of the Sponsor, which will be final and binding on all matters relating to the Drawing, and warrant that (s)he is eligible to participate in the Drawing. The Sponsor reserves the right to disqualify any entrant if these Official Drawing Rules are not followed, change, alter, or amend these Official Drawing Rules or alter, modify, suspend, or terminate a Drawing, as necessary, in its sole discretion, to ensure the fair administration of the Drawings or to comply with applicable law. The Drawings are not a recommendation to invest in College SAVE.

**7. Release:** Each entrant agrees, except where prohibited by law, to release and discharge, hold harmless, and indemnify the Sponsor, 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 the Drawings, 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 Drawing-related activity.

**8. Publicity:** Except where prohibited by law, by entering a Drawing or by winning, entrants grant to the Sponsor 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.

**9. Limitations of Liability:** The Sponsor, 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 a 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 a 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 a Drawing; (iv) technical or human error which may occur in the administration of a Drawing; or (v) failed, incomplete, garbled, jumbled, corrupted, or delayed computer transmissions which may limit an individual's ability to enter a Drawing, including any injury or damage to entrant's or any other person's computer relating to or resulting from entering a Drawing or downloading any materials related to a Drawing.

**10. Entrant's Personal Information:** Information collected from entrants will be maintained by the Sponsor and its representatives in accordance with applicable federal and state consumer privacy laws, rules, and regulations.

**11. Copy of Rules/List of Winners:** For a copy of these Official Drawing Rules and/or a list of winners' names, send your request and a self-addressed envelope to the address listed below.

**12. Sponsor:** College SAVE, P.O. Box 219781, Kansas City, MO 64121-9781 or College SAVE, 920 Main Street, Suite 900, Kansas City, MO 64105.