

## **SSGA Upromise 529 Plan Referral Program**

### Terms and Conditions

PLEASE READ THE FOLLOWING SSGA UPROMISE 529 PLAN REFERRAL PROGRAM TERMS AND CONDITIONS ("PROGRAM TERMS") CAREFULLY BEFORE PARTICIPATING IN THE SSGA UPROMISE 529 PLAN REFERRAL PROGRAM (THE "PROGRAM"). PARTICIPATION IN THE PROGRAM CONSTITUTES YOUR ACCEPTANCE OF ALL PROGRAM TERMS.

SSGA Upromise 529 Plan 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 SSGA Upromise 529 Plan [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@ssga.upromise529.com](mailto:clientservice@ssga.upromise529.com).

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

Existing Account Owners / Participants in the SSGA Upromise 529 Plan are eligible to participate in the Program. SSGA Upromise 529 Plan will provide you a reward of \$20 for each qualified referral ("Referral Reward"). Referral Reward will be deposited into your 529 account. A qualified referral means that an individual who you refer successfully opens and funds an account with SSGA Upromise 529 Plan ("New Account"). For the avoidance of doubt, to be eligible to receive the Referral Reward, the individuals you refer must be new participants in the SSGA Upromise 529 Plan, which for the purposes of this Program, does not include persons who previously enrolled in the SSGA Upromise 529 Plan

Make sure you are registered in the Program on the site provided to you by SSGA Upromise 529 Plan. This is the site that you should use to make referrals. We will deposit the Referral Reward(s) into your 529 plan within 60 days of establishment of the New Account, and we will deposit another \$20 into the New Account.

By participating in the Program, you agree that SSGA Upromise 529 Plan shall make the final determination as to whether any referral meets all requirements to be considered a qualified referral. Total Referral Rewards are limited to \$500/calendar year for each Account Owner / Participant, which means that the maximum permitted is 25 qualified referrals. Participants will be responsible for any and all tax liability arising out of receipt of any rewards under this Program.

You must be of legal age (at least 18 years old) in your respective state to qualify for this Program. Employees, officers and directors and their immediate families (parents, children, siblings, and spouses) and members of their household (whether or not related) of the SSGA Upromise 529 Plan, 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**

SSGA Upromise 529 Plan will make all determinations regarding participation in the Program. SSGA Upromise 529 Plan 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 SSGA Upromise 529 Plan 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 SSGA Upromise 529 Plan Referral Program account with and acknowledge that you have the necessary equipment (hardware and software) to receive and read such emails.

### **Program Use**

SSGA Upromise 529 Plan 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. SSGA Upromise 529 Plan will update the Program with your account information periodically, including whether a particular referral is a qualified referral. SSGA Upromise 529 Plan is not obligated to, and will not, release to you the reasons why a particular referral has not been deemed a qualified referral.

### **Indemnification**

By participating in the Program, you agree to and will indemnify and hold SSGA Upromise 529 Plan, 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.

### **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 SSGA Upromise 529 Plan nor Plan Providers, 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 SSGA Upromise 529 Plan or Plan Providers 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 SSGA Upromise 529 Plan has been advised of the possibility of such damages.

### **Personal Information**

Information collected from you or the individuals you refer will be maintained by SSGA Upromise 529 Plan 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 SSGA Upromise 529 Plan at any time by providing notice to you. Your participation in the Program at any time after SSGA Upromise 529 Plan 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. SSGA Upromise 529 Plan may assign these Program Terms or assign or delegate any of its rights or responsibilities hereunder to independent contractors or other third parties. SSGA Upromise 529 Plan 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 SSGA Upromise 529 Plan. No delay or omission by SSGA Upromise 529 Plan 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.