

## **RetirePath Virginia Webinar Series - Etsy Gift Card Enter to Win Sweepstakes**

**No Purchase Necessary to Enter to Win. A purchase will not increase your chances of winning.**

Commonwealth Savers Plan<sup>SM</sup> (VCSP) an independent state agency of the Commonwealth of Virginia with its principal office located at 9001 Arboretum Parkway, North Chesterfield, VA 23236 is sponsoring a giveaway of four (4) digital \$25 Etsy Gift Cards (Sweepstakes).

### **Prize:**

Four (4) randomly selected winners will each win one (1) twenty-five dollar (\$25) digital Etsy Gift Card (Prize). The Prize value is \$25.00 for a total promotional value of one hundred dollars (\$100.00).

### **SWEEPSTAKES TERMS & CONDITIONS**

By entering and participating in the Sweepstakes, each entrant fully and unconditionally agrees to and accepts the following Sweepstakes Terms & Conditions which are final and binding in all matters related to the Sweepstakes:

### **Eligibility:**

1. Must be a U.S. citizen or legal U.S. resident 18 years old or older at time of entry to enter.
2. Employees of VCSP, as well as their agents, successors and assignees, and individuals engaged in the development, production or distribution of Sweepstakes materials, their advertising and promotion agencies and any and all other persons associated with the Sweepstakes and each of their immediate family members (spouse; parents, siblings, children, grandchildren and their spouses; and in-laws) and members of the same household (whether or not related) are not eligible to participate in the Sweepstakes or win the Prize.
3. Entrants must register for one of the four RetirePath Virginia webinars "Introduction to RetirePath Virginia" via the method listed in the section below labeled "Timing." The four webinars will be held on: September 5, 2024, October 1, 2024, November 5, 2024, and December 5, 2024 at 12:00 p.m. ET ("**Applicable webinar**"). VCSP will use Zoom webinar data reports to track the list of registered entrants.
4. Entrants must be present at time the winners are announced in order to claim the Prize.
5. Eligible Employers and Participating Employers, as defined in Virginia Code § 2.2-2744, are not eligible to win the Prize.

### **Timing:**

1. The period of promotion begins August 19, 2024 at 12:00 a.m. ET and ends on December 5, 2024 at 1:00 p.m. ET.

2. The Sweepstakes begins August 19, 2024 at 12:00 a.m. ET and ends on December 5, 2024 at 12:00 p.m. ET (Sweepstakes Term). During the Sweepstakes Term there is one (1) way to enter: (1) Entrant must register for one of the four "Introduction to RetirePath Virginia" webinars at [www.RetirePathva.com](http://www.RetirePathva.com) under the "Resources" tab to receive one (1) entry into the Sweepstakes. Entrant will be automatically entered into the Sweepstakes when entrant registers for the webinar. **Only one entry per registration per person.**

3. Each "Introduction to RetirePath Virginia" webinar will have one (1) winner who will receive one (1) Prize.

4. The four (4) winners will be selected at random by VCSP from all eligible entries collected from August 19, 2024 through the date of the applicable "Introduction to RetirePath Virginia" webinar (Prize Selection). VCSP will announce the winners during the applicable "Introduction to RetirePath Virginia" webinar (Prize Notification). **Each winner must be present at time of Prize Notification to claim their Prize.** Submitted entries become the property of VCSP.

5. Each winner will receive an email to confirm their email address and acceptance of the Prize. The Prize will be delivered digitally to each winner.

#### **Requirements of Winner:**

1. Winner agrees to comply with all participation requirements promulgated by VCSP and to complete and execute all necessary documents including, but not limited to, waivers and releases. Winner must claim and accept (execute all required waivers and releases) the Prize from VCSP within seven (7) days from date of Prize notification or Prize is forfeited.

2. Winner will be solely responsible for any applicable local, state and federal taxes on the Prize. VCSP may not be required to report the Prize amount to the winners via a 1099-MISC and it is the winner's responsibility to consult a tax adviser concerning the tax implications of accepting this Prize.

3. Winner agrees to VCSP's use of his or her name, photograph, likeness, statements, testimonials, text and/or sound or video recording of him or her for advertising, promotional, or any other purposes in any medium throughout the world in perpetuity without additional compensation or consent unless required by law for marketing and public relations purposes. Winner agrees to execute a publicity release.

4. The Prize may not be redeemed for cash and no exchanges or substitutions are permitted.

#### **Other Terms:**

1. In no event will VCSP be responsible or liable for any damages or losses of any kind for lost, late, misdirected, incomplete, or invalid entries.

2. VCSP will be collecting personal data about entrants in accordance with its Privacy Policy. VCSP's Privacy Policy is available at [CommonwealthSavers.com](http://CommonwealthSavers.com) and entrant is responsible for reviewing a copy of the Privacy Policy. By participating in the Sweepstakes and providing their email address and personal information, entrants hereby agree to VCSP's collection and use of their personal information, and entrants acknowledge that they have read and accepted VCSP's Privacy Policy.

3. If, in VCSP's discretion, winner is found to be ineligible to participate in the Sweepstakes, is not in compliance with these Sweepstakes Terms & Conditions or cannot be found after reasonable efforts are made, winner will be disqualified and an alternate winner will be selected by VCSP in its sole discretion. Interpretation of and determinations on the correct application of these Sweepstakes Terms & Conditions shall be made by VCSP in its sole discretion and its decisions regarding these matters shall be final. In no event will VCSP be responsible or liable for any damages or losses of any kind should winner be found ineligible.

4. By participating in the Sweepstakes, each entrant agrees to indemnify, hold harmless, and waive any claims against VCSP, and its respective affiliates, employees, directors, officers, agents, representatives, and assigns, made by winners, entrants, or any other third parties arising directly or indirectly out of, or in any way connected with, this Sweepstakes or the Prize awarded in connection therewith.

5. By participating in the Sweepstakes, each entrant agrees that the Sweepstakes shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia without regard to any choice of law or conflict of law rules. Entrant agrees that venue for any litigation arising out of or related to this Sweepstakes or these Sweepstakes Terms & Conditions shall be in state court located in City of Richmond, Virginia and hereby consents to jurisdiction of same.

6. This Sweepstakes is subject to all applicable federal, state, and local laws. Void where prohibited.

7. VCSP reserves the right to modify, extend, suspend, or terminate the Sweepstakes if it determines that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond VCSP's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein. In the event an insufficient number of eligible entries are received and/or VCSP is prevented from awarding the Prize or continuing with the Sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis (e.g. SARS), order of any court or jurisdiction, or other cause not reasonably within VCSP's control (each a "Force Majeure" event or occurrence), then VCSP shall have the right to modify,

suspend, or terminate the Sweepstakes. If the Sweepstakes is terminated before the designated end date, VCSP will (if possible) select the winner in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of the Prize described in these Sweepstakes Terms and Conditions will be awarded. These Sweepstakes Terms and Conditions cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of VCSP. The invalidity or unenforceability of any provision of these Sweepstakes Terms and Conditions shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Sweepstakes Terms and Conditions shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. VCSP makes no warranties, and hereby disclaim any and all warranties, express or implied, concerning any Prize furnished in connection with the Sweepstakes.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND VCSP HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NON-INFRINGEMENT.

9. ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, VCSP WILL DISQUALIFY ANY SUCH INDIVIDUAL AND RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

10. For a copy of these Sweepstakes Terms and Conditions and/or the Winner's name(s), send your request and a self-addressed stamped envelope to General Counsel, Commonwealth Savers Plan, 9001 Arboretum Parkway, North Chesterfield, Virginia 23236.

Visit [RetirePathVA.com](http://RetirePathVA.com) for more information and to obtain program materials. RetirePath Virginia<sup>SM</sup> is governed by the Board of Commonwealth Savers Plan ("the Board"), an independent agency of the Commonwealth of Virginia. Vestwell State Savings, LLC ("Vestwell"), dba Sumday Administration ("Sumday"), is the program administrator. Sumday and The Bank of New York Mellon are responsible for day-to-day program operations. Participants who use RetirePath Virginia beneficially own and have control over their individual retirement accounts ("IRA"), as provided in the program offering set out at [RetirePathVA.com](http://RetirePathVA.com). Account balances in RetirePath Virginia accounts will vary with market conditions and are not guaranteed or insured by the Board, the Commonwealth of Virginia, the Federal Deposit Insurance Corporation ("FDIC") or any other organization. You should seek the advice of a professional concerning any financial, tax, or legal implications related to opening and maintaining a RetirePath Virginia account.

