

PROMOTION NAME: 2023 ABLE United iPad Giveaway Promotion (“Sweepstakes”)

DATES: Starts – 02/25/2023 Ends – 03/31/2023

OFFICIAL RULES

SWEEPSTAKES IS ONLY OPEN TO LEGAL RESIDENTS OF THE STATE OF FLORIDA OVER THE AGE OF 18 THAT HAVE FULLY AND SATISFACTORILY COMPLETED THE ABLE UNITED ENROLLMENT PROCESS OR ENTRY REQUIREMENTS AND ARE OTHERWISE ELIGIBLE TO PARTICIPATE. THE SWEEPSTAKES SHALL BE CONSTRUED AND EVALUATED ACCORDING TO U.S. LAW. ABLE UNITED HAS SOLE DISCRETION TO APPROVE OR REJECT ANY SUBMISSION.

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

SPONSOR: ABLE United (“Sponsor”)
1801 Hermitage Blvd., Suite 210, Tallahassee, FL 32308

Florida Prepaid College Board (“Source of Funds”)
1801 Hermitage Blvd., Suite 210, Tallahassee, FL 32308

ABLE United and the Florida Prepaid College Board do not provide tax or investment advice regarding ABLE United accounts. ABLE United accounts carry no guarantee and it is possible to lose money, subject to investment options chosen and market conditions.

ADMINISTRATOR: St. John, 1301 Riverplace Blvd, Suite 200, Jacksonville, FL, 32207

1. **PROMOTION PERIOD:** Sweepstakes begins at 9:00 a.m., Eastern Time on February 5, 2023 and ends at 11:00 p.m., Eastern Time on March 31, 2023 (“Sweepstakes Period”).

2. **TO ENTER:** An eligible individual will submit the following information:

- Name
- Phone Number
- Email Address
- To be eligible to enter the contest, confirm 18 years of age or older
- To be eligible to enter the contest, confirm you are Florida resident
- To be eligible to enter the contest, confirm you have read and understand the contest rules

Information may be submitted via the ABLE United Contest Page (ableunited.com/ipad-giveaway).

3. **ELIGIBILITY:** Open to legal residents of the state of Florida over the age of 18 who are

eligible for an ABLE United account or are a parent/legal guardian/power of attorney of an eligible ABLE United account owner and have entered the promotion by providing the requested information online. One entry per individual. Sweepstakes is subject to all applicable federal, state and local laws.

4. **RANDOM DRAWING:** Winners of Prize will be selected from among all eligible entries via a random drawing to be conducted on April 3, 2023, at 10:00 a.m. Eastern Time. The random drawing will be conducted in the St. John offices located at: St. John, 1301 Riverplace Blvd, Suite 200, Jacksonville, FL, 32207. Administrator, whose decisions are final and binding in all matters, will conduct drawing. Odds of winning depend upon number of eligible entries received.

5. **PRIZES: THREE (3) Grand Prize Winners: An Apple iPad (valued at \$330) OR equivalent contribution (\$330) to an ABLE United Account owned by Winner or serve as the Administrator of an ABLE United Account.**

The Winner will be notified by email and/or phone on April 3, 2023 via the email address and number provided to ABLE United at time of entry to the promotion. If a prize or prize notification is returned as unclaimed or undeliverable to a potential winner, if potential winner cannot be reached within 48 hours from the first notification attempt, if potential recipient fails to complete all required claim procedures within the specified time period, or if a potential recipient is not in compliance with these Official Rules, then such person shall be disqualified and an alternate Winner may be selected.

There is no alternative prize. In order to be eligible for an ABLE United Account contribution, the ABLE United account must still be eligible to receive contributions for the calendar year as prescribed in the Program Description and Participation Agreement. All taxes and all other costs associated with acceptance or use of the above prize(s) are the sole responsibility of the applicable winner. Sponsor is the source of funds for all prizes.

6. **RELEASE OF LIABILITY AND PUBLICITY:** All prize winners consent to the use of their names, photographs, likenesses and limited biographical information for publicity or advertising purposes without further compensation, where permitted by law. All entrants release Sponsor, Administrator and each of their respective parents, affiliates, subsidiaries, officers, directors, partners, equity holders, agents, employees, and all others associated with the development and execution of this Sweepstakes (collectively, the "Released Parties"), from any and all liability with respect to, or in any way arising from, this Sweepstakes and/or acceptance or use of the prize, including liability for personal injury, damages, death or monetary loss. Sponsor assumes no responsibility for any injury, loss or damage to entrants' or to any other person's computer relating to, or resulting from, entering or downloading any information or software in connection with this Sweepstakes. Sponsor and its agents are not responsible for technical, hardware, software or telephone malfunctions of any kind, lost or unavailable network connections, or late, failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the user, or by any of the equipment or programming associated with or utilized in this Sweepstakes, or by any human or other errors that may occur in connection with this

Sweepstakes.

7. GENERAL RULES: The Released Parties are not responsible for lost, illegible, late, delayed or misdirected mail or email or other communications, or for any error in the printing or interpretation of the offer, the administration of the sweepstakes, or in any announcement of the winners or prizes. In no event will Sponsor be liable for more than the stated number of prizes in Rule 5. Prizes awarded have no cash value and no cash substitutions or refunds for prizes will be permitted. Prizes are non-refundable and non-transferable except at sole discretion of Sponsor. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the sweepstakes, to be acting in violation of the Rules or any laws, or to be attempting to undermine the legitimate operation of the sweepstakes by cheating, hacking, deception, misappropriation, infringement, or any other unfair playing practices, poor sportsmanship, or intending to annoy, abuse, threaten, or harass any other participants or Sponsor representatives. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE SWEEPSTAKES. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.**

INTERNET LIMITATIONS OF LIABILITY: If for any reason this Sweepstakes is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, Sponsor reserves the right, at its sole discretion, to disqualify any individual who tampers with the entry process, and to modify the Sweepstakes at any time, without notice, as necessary to prevent or limit such actions, and award the prizes using all non-suspect eligible entries received. No responsibility is assumed for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries, or for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participation in the Sweepstakes or downloading any materials in the Sweepstakes. In the event of a dispute as to the identity of a winner based on an e-mail address, the winning entry will be declared made by the authorized account holder of the e-mail address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

8. USE OF DATA: Please review the Sponsor's Privacy Policy at the following link: <http://www.ableunited.com/privacy-policy/>. By participating in the Sweepstakes and providing

your e-mail address, Entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's Privacy Policy.

9. **DISPUTES:** Except where prohibited, Entrants agree that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the state of Florida. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules (whether of the State of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida.

10. **WINNER LIST:** For the name of the winner, please send a self-addressed, stamped business size envelope by April 15, 2023 to: ABLE United iPad Giveaway Promotion Winners List, c/o St. John, 1301 Riverplace Blvd, Suite 200, Jacksonville, FL, 32207.