

CHET “DESTINATION COLLEGE SAVINGS” PROMOTION OFFICIAL RULES

DESCRIPTION/TIMING: The CHET Destination College Savings Promotion (the “Promotion”) begins at 12:00 AM Eastern Time (“ET”) on June 1, 2011, and ends at 11:59 PM ET on August 19, 2011 (“Promotion Period”).

SPONSORS: Connecticut Higher Education Trust (CHET), Connecticut State Treasurer’s Office, Connecticut State Library, and TIAA-CREF Tuition Financing, Inc.

ADMINISTRATOR: Adams & Knight, Inc., 80 Avon Meadow Lane, Avon, CT 06001 and TIAA-CREF Tuition Financing, Inc., 2319 Whitney Ave., Hamden, CT 06518.

ELIGIBILITY: Entry in the Promotion is limited to legal residents of the state of Connecticut who: 1) are at least 18 years of age or older (“Entrant”); 2) are the parent or legal guardian of a Connecticut student (public, private or homeschool equivalent) of any age through grade 8 during the 2011–2012 school year; 3) are the parent or legal guardian of a child participating in a library Summer Reading Program (“Reading Program”); and, 4) are willing and able to participate in advertising and other promotional events as described in the section entitled “Publicity Release” below. Completion of the Reading Program is not required to enter or win. Employees, directors, officers, trustees and agents, and their respective immediate family members of employees of TIAA-CREF Tuition Financing, Inc.; Connecticut State Treasurer’s Office (directly involved with the management of CHET); Adams & Knight; Connecticut State Library; and the participating Connecticut libraries and their respective parent companies or agencies, affiliates, subsidiaries, owners, divisions, advertising and promotion agencies (collectively the “Promotion Entities”) are not eligible.

PRIZES/APPROXIMATE RETAIL VALUE (ARV): Grand Prize A \$1,000 CHET direct-sold 529 college savings account will be awarded to each of four “Winners” (parent or legal guardian of a Connecticut student winner). One Winner will be randomly selected from each quadrant of the state. CHET direct-sold accounts will be awarded to the winners’ parent or legal guardian. The parent or legal guardian will be required to open a CHET direct-sold account. The libraries listed on the winning Official Entry Forms will receive a check for \$500. **Secondary Prizes** One \$50 Barnes & Noble® gift card will be awarded to each of eight Winners (parent or legal guardian of a Connecticut student winner). The libraries listed on the winning Official Entry Forms will receive a check for \$50.

HOW TO ENTER: Each parent or legal guardian of a Connecticut student (public, private or home school equivalent) of any age through grade 8 during the 2011–2012 school year and who has a child participating in the Reading Program can submit one (1) Promotion Official Entry Form at a participating library. Official Entry Forms are available from a participating Connecticut library or online at any time via www.aboutchet.com/library. Complete the Official Entry Form (providing all requested information) and submit the entry form to the librarian or mail entry form directly to CHET “Destination College Savings” Promotion, P.O. Box 271455, West Hartford, CT 06127-1455. Limit of one (1) entry per participating child. Multiple entries on behalf of the same child in contravention of these Official Rules, or entries generated by a script, macro or other automated means, will be disqualified. Entries that are incomplete or illegible are void. Entries for the four \$1,000

grand prize drawings must be received between June 1 and August 26, 2011 (postmarked by August 19, 2011). Entries for the first four Barnes & Noble® gift cards must be received between June 1 and July 8, 2011 (postmarked by June 30, 2011). Entries for the second four Barnes & Noble® gift cards must be received between June 1 and August 5, 2011 (postmarked by July 31, 2011).

GENERAL PRIZE RESTRICTIONS/VERIFICATION: The Winners (parents or legal guardians of student winners) and winning libraries will be responsible for all federal, state and local taxes applicable to acceptance and use of the Prize, including income taxes, if any, and may be required to provide his/her Social Security Number or federal Taxpayer Identification Number for tax-reporting purposes. Any and all costs associated with acceptance and use of the Prize will be the sole responsibility of the Winners (parents or legal guardians of student winners) and winning libraries. No transfer or substitution of the Prize is permitted, except by Sponsors who reserve the right to substitute the Prize, in whole or in part, for one of comparable or greater value due to unavailability for any reason, as solely determined by Sponsors. Each winner, and parent or legal guardian, will be notified by telephone and/or express mail and will be required to complete and return an Affidavit of Eligibility/ Liability & Publicity Release form and a W-9 form. All CHET account prizes will be awarded in the name of the winners' parent or legal guardian. CHET enrollment materials will be provided to the parents/legal guardians of each Grand Prize winner upon initial contact by the promotion Administrator. CHET direct-sold enrollment materials must be completed in order to award account prizes. Winning libraries will be asked to complete a W-9 Form and Vendor Application Form.

ENTRANT'S PERSONAL INFORMATION: Information collected from the Official Entry Forms will only be used for the purpose of contacting eligible Winners and sending information about CHET. Information collected from Entrants is subject to CHET's Privacy Policy at www.aboutchet.com. CHET and TIAA-CREF Tuition Financing, Inc., do not share your information with or sell it to affiliates or third parties without your consent.

PUBLICITY RELEASE: By accepting a Prize, the Winner (parent or legal guardian and library) grants to Sponsors and their affiliated companies, agents and representatives the right, except where prohibited by law, to use his or her name, name of library, likeness, picture, address (city and state), email address, voice, biographical information, and written or oral statements for advertising and promotional purposes in promoting the Sponsors and their products, Web sites, the Event, and/or this Promotion or succeeding Promotions without compensation, unless required by law. The Winner shall have no right of approval, no claim to compensation and no claim (including, without limitation, claims based on invasion of privacy, defamation or right of publicity) arising out of any use, blurring, alteration or use in composite form of his or her name, picture, likeness, address (city and state), email address, biographical information or Official Entry Form. The rights granted under this paragraph shall extend to Sponsors and their affiliated companies, agencies or marketing partners with respect to all Entrants in the Promotion, including Winners and non-winners.

CONDITIONS/RELEASE: By participating in the Promotion, Entrants: (a) release the Promotion Entities from any and all liability for any claims, costs, injuries, losses or damages of any kind caused by their participation, including the unauthorized or illegal access to personally identifiable or sensitive information or the acceptance, possession,

use or misuse of the Prize; and (b) acknowledge that the Promotion Entities have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to the Prize, including, but not limited to, its quality or availability. Neither Released Parties and Sponsors, nor any service providers are responsible for late, lost or misdirected Entries or postage-due mail, or for incorrect or inaccurate transcription of Entry information, or for any human or other error, technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, inability to access any online service or Web site, or any other error or malfunction, or for any injury or damage to Entrant's or any other person's computer, or for any other error related to or resulting from participation in this Contest, whether computer, technical, typographical, printing, human or otherwise, including, without limitation, errors or malfunctions that may occur in connection with the administration of the Contest, the drawing of Entries, the announcement of the prizes or creation of any Promotion-related materials. **CAUTION: ANY ATTEMPT BY A PROMOTION ENTRANT OR ANY OTHER INDIVIDUAL TO TAMPER WITH THE RANDOM SELECTION PROCESS OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVE THE RIGHT TO COOPERATE IN THE PROSECUTION OF ANY SUCH INDIVIDUAL(S) AND TO PURSUE ALL REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW.** Promotion Administrator's or Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If for any reason the Promotion is not capable of being executed as planned, or unauthorized intervention, fraud, action of Entrants, technical failures or any other causes that in the sole opinion of Sponsors, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Promotion, Sponsors reserve the right at their sole discretion to disqualify any suspect entry or Entrant and to cancel, terminate, modify or suspend the Promotion. In the event of any cancellation, termination or suspension, notice thereof will be posted at www.aboutchet.com/library and selection of a Winner may be made from among all eligible, non-suspect entries received as of the date of the termination, cancellation or suspension, as Sponsors determine in their sole discretion. Entries not complying with all rules are subject to disqualification.

DISPUTES: Entrants agree that: (a) any and all disputes, claims and causes of action arising out of, or in connection with, the Promotion or the Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court of Connecticut or the appropriate Connecticut state court following the exhaustion of any administrative remedies available under Chapter 53 of the Connecticut General Statutes; (b) any and all claims, judgments and awards are subject to the limitations set forth in Chapter 53 of the Connecticut General Statutes and shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but, in no event, attorneys' fees; and (c) under no circumstances will the Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, punitive, incidental and consequential damages and any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Entrant's rights and obligations, or

the rights and obligations of the Sponsors in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the state of Connecticut, without giving effect to any choice of law or conflict-of-law rules (whether of the state of Connecticut or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the state of Connecticut. Notwithstanding anything stated herein, it is understood that none of the Sponsors shall be construed to have waived any rights or defenses of sovereign immunity that each may have with respect to all matters arising out of the Official Rules or Entrant's participation in the Promotion. Each of the Sponsors hereby reserves all immunities, defenses, rights or actions arising out of its sovereign status or under the Eleventh Amendment to the United States Constitution, and no waiver of any such immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by the Sponsor's participation in the Promotion and enforcement of the Official Rules, by any express or implied provision of the Official Rules, or by any actions or omissions to act of the Sponsors, or any representative or agent of any Sponsor, whether taken pursuant hereto, prior to or after an Entrant's participation in the Promotion.

WINNER/RULES: To receive Winner results or an additional copy of these Official Rules, send an email with the Subject line "Destination College Savings" to Summerreading@adamsknight.com. Requests must be received by 10/31/11.

Consider the investment objectives, risks, charges and expenses carefully before investing in the Connecticut Higher Education Trust (CHET). Please visit www.aboutchet.com for a Disclosure Booklet containing this information and other information. Read it carefully.

Before investing in a 529 plan, you should consider whether the state you or your designated beneficiary reside in or have taxable income in has a 529 plan that offers favorable state income tax or other benefits that are only available if you invest in that state's 529 plan.

Account value in the Investment Options is not guaranteed and will fluctuate based upon a number of factors, including general market conditions.

The tax information herein is not intended to be used, and cannot be used, by any taxpayer for the purpose of avoiding tax penalties. Taxpayers should seek advice based on their own particular circumstances from an independent tax advisor.

The CHET direct-sold plan is managed by TIAA-CREF Tuition Financing, Inc. CHET is administered by the Connecticut State Treasurer's Office.

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