

# College Affordability LLC dba "Pay For ED" & SALLIE MAE Sweepstakes<sup>SM</sup> Official Rules

NO PURCHASE NECESSARY. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING. Sweepstakes begins at 8:00am Eastern Standard Time ("EST") on December 17th, 2018 and ends at 8pm EST on March 1, 2019, 2019 ("Sweepstakes Period").

1. ELIGIBILITY: "Pay For ED" & Sallie Mae's Sweepstakes ("Sweepstakes") is open only to legal residents of the fifty (50) United States and the District of Columbia who are of the age of majority in the jurisdiction in which they reside and who are college-bound high school students or parents of such a student at the time of entry. Employees of "Pay For ED" ("Sponsor") OR Sallie Mae Bank, and their respective parents, affiliates, subsidiaries, advertising, promotion and fulfillment agencies (collectively, "Related Entities") and members of their immediate families or households of each are not eligible. Void where prohibited by law. The potential winner cannot have won any other Sponsor or Sallie Mae Bank contest or sweepstakes in the previous six (6) month period. This Sweepstakes is subject to all applicable federal, state and local laws and regulations.

2. SPONSOR: College Affordability dba "Pay For ED" 90. S.Newtown Street Road, Suite 10 Newtown Square, PA 19073

3. TO ENTER: Entrants may enter the Sweepstakes by completing the online registration form found at [www.payfored.com](http://www.payfored.com) ("Entry"). Sponsor's computer system shall be the official time-keeping device for the Sweepstakes. All Entries become the property of the Sponsor and will not be acknowledged or returned. Sponsor is not responsible for Entries that are lost, late, misdirected, illegible and/or incomplete due to computer or electronic malfunction or other error. Use of automated devices is not valid for entry. Any Entry that is submitted with the use of an automated device will be void. By submitting an Entry, entrant agrees to abide by the terms of these Official Rules and the Pay For ED Privacy Policy. Unreadable, inaccurate, unintelligible, or Entries which otherwise do not comply with these Official Rules will be disqualified.

4. RANDOM DRAWING/WINNER SELECTION: One (1) Winner will be selected on or about March 22, 2019, 2019 or as soon as practicable, among all Entries received and processed during the Sweepstakes Period. The Sponsor's decision is final in all matters relating to this Sweepstakes. Odds of winning depend upon the number of Entries received.

5. PRIZE: One winner will receive one (1) \$1,000 cash prize ("Prize") to be distributed as described in Section 7 below. Total approximate retail value per Prize ("ARV"): \$1,000. ALL EXPENSES, FEDERAL, STATE AND LOCAL TAXES AND COSTS ASSOCIATED WITH ACCEPTANCE AND USE OF PRIZE NOT SET FORTH IN THESE RULES ARE THE OBLIGATION OF THE WINNER. No assignment, transfer or substitution of any Prize is permitted by the Winner. Entrants agree that if a Winner is found to have violated these Official Rules, or otherwise does not meet the eligibility criteria, such Prize will be forfeited and awarded to an alternate Winner in a random drawing from among all remaining Entries. Sponsor reserves the right to substitute any Prize for a different prize of equal or greater value, in its sole discretion.

6. NOTIFICATION OF WINNER: The potential Winner will be notified by email or telephone within two (2) weeks following the drawing. The potential Winner will be required to execute and return an Affidavit of Eligibility and Liability and Publicity Release (where permitted) within seventy-two (72) hours of notification attempt or such Prize will be forfeited and an alternate Winner will be selected in a random drawing from among all remaining Entries. In the event a potential Winner's Affidavit/Release Form is returned to the Sponsor as undeliverable or potential a Winner is determined to be ineligible in accordance with these Official Rules, such Prize will be forfeited and awarded to an alternate potential Winner in a random drawing from among all remaining Entries received. The Winner must supply Sponsor with his/her social security number for tax purposes and agree to a criminal and personal social media background investigation during the Winner notification process. In the event the criminal background investigation consists of any criminal record, the Sponsor reserves the right, at its sole discretion, to disqualify the Winner. In the event the Winner's personal social media investigation consists of content found in any social medium that is false or contains misleading claims about Sponsor and its products or services, that defames, misrepresents or contains disparaging remarks about Sponsor, its products or services, or other people or companies; or communicates any message or image that is inconsistent with Sponsor's positive image and/or good will with which Sponsor wishes to associate or contains content that violates any rule, law or regulation, the Sponsor reserves the right, at its sole discretion, to disqualify the Winner. The potential Winner will not be deemed the Winner until his/her submission of notification materials is verified. The Prize will be awarded provided it is properly claimed. No more than one (1) Prize as stated in these Official Rules will be awarded. In the event more Winner notifications are issued, or more Prize claims are received than the Prize set forth in these Official Rules due to computer, printing, human or other error or problem, a random drawing will take place from among all such Entries for the Prize at issue (or from among all persons so notified) to award the Prize as set forth in these Official Rules. Inclusion in such random drawing shall be each entrant's sole and exclusive remedy under such circumstances.

7. PRIZE FULFILLMENT: If the Winner is over the age of 18 (and above the age of majority in the jurisdiction in which they reside), then a check will be issued in the Winner's name within two (2) weeks following receipt of the Affidavit of Eligibility and Liability and Publicity Release. If the Winner is under the age of 18 (or under the age of majority in the jurisdiction which they reside), then a check will be issued in the name of the Winner's parent or legal guardian within two (2) weeks following receipt of the Affidavit of Eligibility and Liability and Publicity Release by Sponsor.

8. GENERAL: By entering this Sweepstakes, entrants and the Winner: (1) agree to be bound by these Official Rules; (2) agree to release Sponsor, and the Related Entities from any and all liability for any loss, harm, damages, costs or expenses, including without limitation property damages, personal injury and/or death arising out of participating in this Sweepstakes, or the acceptance, possession, use or misuse of any prize and claims based on publicity rights, defamation or invasion of privacy and merchandise delivery; and (3) consent to the use of his/her name, voice, picture, and likeness for advertising and promotional purposes in any medium throughout the world in perpetuity without additional compensation unless prohibited by law, and (4) acknowledged that the stated parties have neither made nor are responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize, including but

not limited to its quality, mechanical condition, or fitness for a particular purpose. Sponsor may prohibit individuals from participating in Sweepstakes and disqualify entries if they (1) attempt to enter the Sweepstakes through any means other than as described in these Official Rules; (2) attempt to disrupt the Sweepstakes or circumvent the terms and conditions of these Official Rules in any way; or (3) repeatedly show a disregard for the Sweepstakes Official Rules or act (a) in an unsportsmanlike manner, or (b) with an intent to annoy, abuse, threaten or harass any other entrant or Sponsor. Sponsor's decisions with respect to the Sweepstakes are final. In the event the Sponsor, or Related Entities are prevented from continuing with this Sweepstakes or the integrity and/or feasibility of the Sweepstakes is undermined by any event including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute, or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state, provincial or local government law, order of regulation, order of any court or jurisdiction, or other cause not reasonably within the Sponsor's or Related Entities' control (each a "Force Majeure" event) the Sponsor, and Related Entities shall have the right, in their sole discretion, to abbreviate, modify, suspend, cancel or terminate the Sweepstakes without notice or further obligation. If the Sponsor, or Related Entities, in their discretion, elect to abbreviate, cancel or terminate the Sweepstakes as a result of a Force Majeure event, the Sponsor, and Related Entities reserve the right, but shall have no obligation, to award the prize from among all valid and Entries received up to the time of such Force Majeure event.

9. INTERNET: If for any reason this Sweepstakes is not capable of running as planned due to an infection by a computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes, at which time, Sponsor will conduct a random drawing from among all Entries received at the time of the Sweepstakes termination. The Sponsor assumes no responsibility 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. The Sponsor, and Related Entities are not responsible for any problems or technical malfunctions 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 the Sponsor due to technical problems, human error or traffic congestion on the Internet or at any Web site, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Sweepstakes or downloading any materials in this Sweepstakes. SPONSOR IS NOT RESPONSIBLE FOR INCOMPATIBILITY OF ENTRANT'S HARDWARE, SOFTWARE OR BROWSER TECHNOLOGY WITH SPONSOR'S HARDWARE, SOFTWARE OR BROWSER TECHNOLOGY. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. In the event of a dispute as to the identity or eligibility 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 or wireless phone submitted at time of entry. "Authorized Account Holder" is defined as the natural person 18 years of age or older who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization (e.g., business, education institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. The use of automated devices is not valid for entry. Sponsor may ask any entrant or potential Winner to provide Sponsor with proof that such party is the authorized account holder of the email account associated with the Entry.

10. BINDING ARBITRATION: Any controversy or claim arising out of or relating to this Sweepstakes shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures, consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES. BY PARTICIPATING IN THE SWEEPSTAKES, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.)

11. GOVERNING LAW & JURISDICTION: The Official Rules and the Sweepstakes are governed by U.S. law and are subject to all applicable federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of the Sweepstakes Official Rules, or the rights and obligations of entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Pennsylvania, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in "Binding Arbitration" Section of these

Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of Pennsylvania, in the City of Newtown Square.

12. **USE OF INFORMATION:** The information that you provide in connection with the Sweepstakes may be used for Sponsor's internal purposes and to send you information about Sponsor's products and special promotions but will not be provided to third parties, except as necessary for the administration of the Sweepstakes or as required by law, Sweepstakes administrator or legal process.

13. **WINNER LIST:** To obtain the name of the Pay For ED Winner, send a stamped, self-addressed envelope to: Pay For ED Sweepstakes Rules, c/o 90 S. Newtown Street Road, Suite 10, Newtown Square, PA 19073, within six (6) months following the Sweepstakes Period.

14. **OFFICIAL RULES:** For a printed copy of the Official Rules, send a stamped, self-addressed envelope (VT residents need not affix return postage) to Pay For ED Sweepstakes Rules, c/o 90 S. Newtown Street Road, Suite 10, Newtown Square, PA 19073, within six (6) months following the Sweepstakes Period.