

# Draw Your Dreams Scholarship

## Official Rules



Use your artistic skills to create a 9" X 12" landscape drawing of what you dream of becoming when you grow up. Students in kindergarten through eighth grade are eligible. The Nebraska Art Teachers Association will select 12 winners (from the first 400 entries received) who will receive \$1,000 each.

**Winners will receive contributions to a NEST 529 College Savings Plan account.**

See below for complete rules and eligibility requirements.

### Draw Your Dreams Scholarship Contest ("Contest")

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCE OF WINNING.**

**1. Eligibility:** Participation is open only to individual U.S. residents of the 50 United States and the District of Columbia who are in kindergarten through eighth grade as of the date of entry. Winners of the 2015 Draw Your Dreams Scholarship Contest are not eligible to enter or win. Void where prohibited or restricted by law. Employees of the Nebraska Art Teachers Association, any reviewer of the Scholarship's drawings, First National Bank of Omaha ("Sponsor"), the Nebraska State Treasurer ("Treasurer"), the Nebraska Educational Savings Plan Trust ("Trust"), the Nebraska Investment Council ("Council"), Ascensus College Savings Recordkeeping Services, LLC, and any other FINRA member, and each of their respective parents, related subsidiary and affiliated companies, officers, directors, agents, and representatives (collectively "Releasees"), and each of their immediate family members (spouse, parents, children and siblings, and their respective spouses, regardless where they live) and individuals living in the same households of the above, whether or not related, are not eligible to enter or win a Prize (as defined in Section 4). Each entrant, by participating in the Draw Your Dreams Scholarship ("Contest"), agrees to be bound by these Official Rules and the Sponsor's decisions. The Contest is subject to all applicable federal, state, and local laws and regulations.

**2. To Enter:** To enter the Contest, you must be one of the first 400 entries received between 12:00:00 a.m., Central Time ("CT"), on August 5, 2016 and 11:59:59 p.m., CT, on September 30, 2016 ("Contest Period"). During the Contest Period you can enter by drawing a picture of what you dream you will be when you grow up. The drawing must be landscape layout, 9" by 12" in size drawn using pencil, crayons, paint or watercolor and can be a paper collage ("Submission"). Your art teacher, parent or other person can assist the entrant in submitting the entry but the entry must be an original creation of the entrant. Limit one (1) entry per child. Multiple entries will disqualify all related entries. Submission of an entry constitutes the entrant and the entrant's parent or guardian's consent to participate in the Contest, and consent for the Sponsor to obtain and use the entrant's first and last name, and certain non-identifying information for administering this Contest. The Contest is not a recommendation to invest in the NEST Direct or NEST Advisor College Savings Plan ("Plan").

Your Submission will be reviewed by Sponsor to ensure compliance with the Official Rules. Submissions must be deemed family friendly, in the sole discretion of the Sponsor.

There are two ways to enter the contest:

- 1) You can submit a digital image of your drawing online at [www.planartsnetwork.org](http://www.planartsnetwork.org). Under the Draw Your Dreams Contest on the home page, click on "Click to Enter Contest". Complete all fields indicated by a red asterisk (\*) which includes the child's name, address, school, grade and age, parent's name and phone number, and an email address ("Entrant Information"). Upload your artwork and when all fields are completed, click "Submit Entry" which acknowledges that you have read and understood these Official Rules.
- 2) To enter without uploading the Submission electronically, mail copies (not originals) of the drawing, along with a typed note detailing the Entrant Information, to First National Bank, ATTN: Draw Your Dreams Scholarship, 1620 Dodge Street, Stop 1105, Omaha, NE 68197-1105. Mailed entries must be

postmarked between August 5, 2016 and September 30, 2016, and received by October 5, 2016.

If you are selected as a winner, you must be prepared to produce the original drawing. Failure to produce the original drawing in the format outlined in these Official Rules will disqualify the entrant from receiving the Prize.

The first 400 mail-in entries and electronic submissions shall be collectively referred to as "Eligible Entries."

By submitting an Eligible Entry, entrant irrevocably grants Releasees the unconditional and perpetual right and permission to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, exhibit and/or otherwise use or reuse (without limitation as to when or to the number of times used), the Eligible Entry, including, but not limited to, the drawing contained therein, as applicable (in each case, as submitted or as edited/modified in any way by the Sponsor, in its sole discretion), as well as to use entrant's name, likeness, photograph, biographical information, voice, and/or statements regarding his/her participation in this Contest (with or without using the entrant's name) (collectively, "Likeness") in any and all media without limitation as to time or territory, and without additional compensation or approval from the entrant or any other party. Entrant waives intellectual property rights, privacy/publicity rights or other legal or moral rights that might preclude the Releasees use of the Eligible Entry, and agrees not to sue or assert any claim against the Releasees for the use of the Eligible Entry or entrant's Likeness. Entrant agrees to indemnify and hold Releasees harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against any of the Releasees due to or arising out of any entry or Eligible Entry, or the entrant's conduct in creating an Eligible Entry or otherwise in connection with this Contest, including but not limited to claims for trademark infringement, copyright infringement, violation of an individual's right of publicity or right of privacy; or defamation. Entrant further agrees to release Releasees from any and all claims that any advertising subsequently produced, presented, and/or prepared by or on behalf of Releasees infringes entrant's rights with regard to any element, characters, or ideas contained in any Eligible Entry. Entrants and the entrants' parents or guardians represent that the art entry described in these Official Rules is an original work of authorship personally created by the entrant to which the entrant is entitled copyright protection.

**3. Winner Selection:** On or about October 15, 2016, the Nebraska Art Teachers Association will select twelve (12) total winners from all Eligible Entries received by the Sponsor. The judges will determine the winner based on: Originality in Process, Concept and Subject Matter; Technical Proficiency; and Expression. In the event of a tie, the drawings for those tied will be reviewed by a minimum of three additional judges using the same criteria. Four (4) winners will be selected from each "grade level category". The three (3) grade level categories are: (1) kindergarten through second grade; (2) third through fifth grade; and (3) sixth through eighth grade. Limit of one (1) scholarship per person. The decision of the Sponsor is final and binding in all matters relating to the Contest.

**4. Prizes:** Twelve (12) total Prizes will be awarded, each consisting of a \$1,000 contribution into a Plan account on behalf of the winner (each a "Prize"). The total Actual Retail value ("ARV") for all Prizes is \$12,000.

Each winner will receive a \$1,000 contribution into a Plan account established and owned by the Trust ("Trust Plan Account") for the benefit of the winner, who will be the beneficiary on the account ("Beneficiary"). The Trust will disburse the funds only when the Beneficiary provides proof of enrollment at an eligible educational institution. Any disbursement of funds may only be used for the Beneficiary's tuition and fees associated with qualified higher education expenses (other than room and board) at an eligible educational institution. Any disbursement will be sent directly to the eligible educational institution where the Beneficiary is enrolled. Any refunds from the eligible educational institution and any unused funds remaining in the account will revert to the Trust. The Trust Plan Account will be wholly invested in the FDIC-insured Bank Savings Individual Investment Option unless the Sponsor is directed otherwise by the Council and the Treasurer. Neither the Beneficiary nor the Beneficiary's parent or guardian will have ownership rights, title, interest in, or power or control over the Trust Plan Account. Access to the Trust Plan Account shall be limited to the Sponsor who will administer the Trust Plan Account for the benefit of the Beneficiary with the permission of the Treasurer. Once the Trust Plan Account is established, no change in Beneficiary is allowed and no transfer of funds is permitted. Any disbursement from the Trust Plan Account must be made before the Beneficiary reaches 30 years of age. The winners are not required to open a Plan account in addition to the Trust Plan Account established on behalf of the Beneficiary; however, the winners cannot deposit any additional dollars into the Trust Plan Account. Therefore, a separate Plan account would need to be opened in order to contribute additional funds for the Beneficiary. All accounts held in the Plan for the Beneficiary, including the Trust Plan Account established under the Contest, will be aggregated for purposes of the Plan's Maximum Account Balance Limit. All questions regarding the account should be directed to the Sponsor at the following address: First National Bank of Omaha, 1620 Dodge St., Stop 1105, Omaha, NE 68197-1105.

The Contest does not take into account a winner's personal circumstances or other factors that may be important in making investment decision. Investment returns are not guaranteed and the winner could lose money by investing in the Plan. The winner is not required to deposit any additional funds into the account in order to receive the Prize. Winners will be required to provide all documentation necessary to open a Plan account (including name, address, social security number, date of birth and other identifying information for the Beneficiary).

The Prize may be considered income to the recipient. Any taxes resulting from the receipt of the Prize are the responsibility of the recipient. Consult your tax advisor regarding the tax consequences of accepting the Prize.

**5. Odds:** The odds of winning depend on the number of Eligible Entries received, but will be no less than 1 in 400.

**6. Winner Notification:** On or about October 25, 2016, each winner and his or her parent or guardian will be notified by telephone, email or U.S. mail.

All potential winners are subject to eligibility verification by Sponsor. An entrant is not a winner unless, and until, the entrant's eligibility has been verified and the entrant has been notified that verification is complete. The Prize is nontransferable. The parent or guardian of the winner may need to sign a form acknowledging the Official Rules.

The Prize may be awarded to an alternate if (i) the winner is not compliant with the Official Rules; (ii) the Plan account documentation is not returned in good order within 14 days after mailing to Winner; (iii) the winner is not eligible to open a Plan account; (iv) the Prize notification letter is returned as undeliverable; or (v) three good faith

attempts to contact the winner live by telephone are unsuccessful (no messages will be left). No more than the stated number of Prizes will be made. In the event that production, technical, seeding, programming, or any other reasons cause more than the stated number of Prizes, as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of Prizes among all legitimate, un-awarded, Eligible Entries.

**7. Release:** Each entrant agrees, except where prohibited by law, to release and discharge, hold harmless and indemnify Releasees and all others associated with the development and execution of this Contest, from any and all tax liability that may be imposed or associated with receipt or use of the Prize, and from and against any and all claims, actions, proceedings, and liability for any damages, expenses, fees, injury, or losses sustained in connection with the Contest or acceptance, possession, use, misuse or nonuse of the Prize.

**8. Limitations of Liability:** Releasees are not responsible for technical, computer, mechanical, printing, typographical, human or other errors relating to, or in connection with the Contest, including, without limitation, errors which may occur in connection with the administration of the Contest, the processing of entries, the announcement of the Prizes or in any Contest related materials; or for stolen, lost, late, misdirected, damaged, incomplete, inaccurate, undelivered, delayed or illegible entries or postage due entries or mail; or for electronic, computer, or telephonic malfunction or error, failure to enter into the processing system, or are processed, reported, or transmitted late or incorrectly, or are lost for any reason, including computer, telephone, paper transfer, or human or other error. Proof of submitting an entry does not constitute proof of delivery. If, in Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Contest, or if computer viruses, bugs, unauthorized intervention, fraud, or technical difficulties or failures compromise or corrupt or affect the administration, integrity, security, fairness, or proper conduct of the Contest, Sponsor, at its sole discretion, reserves the right to disqualify any individual who tampers with the entry process, and/or void any entries submitted fraudulently, to modify or suspend the Contest, or to terminate the Contest and award the Prize(s) using all eligible, non-suspect transactions received as of the termination date. As a condition of entering the Contest, entrants agree that: (i) under no circumstances will entrants be permitted to obtain awards for, and entrants hereby waive all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (ii) all causes of action arising out of or connected with this Contest or the Prize awarded, shall be resolved individually, without resort to any form of class action; and (iii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred and, in no event, shall entrant be entitled to receive attorneys' fees or other legal costs. Sponsor reserves the right to modify Prize award procedures. This Contest and these Official Rules shall be interpreted in accordance with the laws of the State of Nebraska, without regard to its principles of conflicts of law and jurisdiction, and venue shall be solely within the State of Nebraska.

**9. Entrant's Personal Information:** Information collected from entrants will be maintained by Sponsor and its representatives in accordance with applicable federal and state consumer privacy laws, rules, and regulations.

**10. List of Winners:** For a copy of a list of winners' names (available on or about November 30, 2016) send your request, and a separate self-addressed, stamped envelope, to: First National Bank of Omaha, Attn: Draw Your Dreams Scholarship, 1620 Dodge St., Stop 1105, Omaha, NE 68197-1105.

**11. Sponsor:** First National Bank of Omaha, 1620 Dodge St., Stop 1105, Omaha, NE 68197-1105.

*The NEST Direct and NEST Advisor Plans (the "Plans") are sponsored by the State of Nebraska and administered by the Nebraska State Treasurer. The Plans offer a series of investment portfolios within the Nebraska Educational Savings Plan Trust, which offers other investment portfolios not affiliated with the Plans. The Plans are intended to operate as qualified tuition programs to be used only to save for qualified higher education expenses, pursuant to Section 529 of the U.S. Internal Revenue Code.*

*An investor should consider the Plans' investment objectives, risks, charges and expenses before investing. The Program Disclosure Statement at [NEST529Direct.com](http://NEST529Direct.com), or [NEST529Advisor.com](http://NEST529Advisor.com), which contain more information, should be read carefully before investing.*

*Investors should consider before investing whether their or their beneficiary's home state offers any state tax or other benefits that are only available for investments in such state's qualified tuition program and should consult their tax advisor, attorney and/or other advisor regarding their specific legal, investment or tax situation.*

Participation in the Plans does not guarantee that contributions and the investment return on contributions, if any, will be adequate to cover future tuition and other higher education expenses, or that a beneficiary will be admitted to or permitted to continue to attend an eligible educational institution.

**Nebraska Educational Savings Plan Trust** Issuer  
**Nebraska Investment Council** Investment Oversight  
**First National Capital Markets, Inc.** Distributor, Member FINRA, SIPC  
First National Capital Markets, Inc. and First National Bank of Omaha are affiliates.

Investments Are Not FDIC Insured\* | No Bank, State or Federal Guarantee | May Lose Value

\*Except the Bank Savings Individual Investment Option



Nebraska State Treasurer, Trustee

 First National Bank Omaha

Program Manager