

Capture and share your back to school moments with us! Submit your photo of a child 8 years old or younger as of September 30, 2019, to be eligible for a drawing to win a NEST College Savings Plan contribution.

Ten winners will be drawn to receive \$2,000 each!
Submit your entry at [NEST529.com/backtoschool](https://www.nest529.com/backtoschool)

NEST⁵²⁹
COLLEGE SAVINGS

NEST 529 Back-to-School Photo Drawing Official Rules (“Drawing”)

1. Eligibility: Participation is open only to individual legal residents of the United States of America, except as excluded by the next sentence, and the District of Columbia (“Qualifying Area”) who have reached the age of majority at the time of entry (“Entrant”). U.S. residents in Florida, New York, Puerto Rico, or the U.S. territories are not eligible to enter or win a Prize (as defined in Section 5). Void where prohibited or restricted by law. By participating in this Drawing, Entrants certify that they have read these Official Rules and agree to be bound by these Official Rules and the decisions of First National Bank of Omaha (“Sponsor”). The Drawing is subject to all applicable federal, state, and local laws and regulations.

Employees of 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 receive the Prizes.

2. To Enter: The entry period begins at 12:00:00 a.m., Central Time (“CT”) on July 30, 2019 and ends at 11:59:59 p.m., CT, on September 30, 2019 (“Prize Period”). Submission of an entry constitutes Entrant’s consent to participate in the Drawing.

There are two (2) ways to enter the Drawing:

(A) Entrant may submit a photo with the entry form at [NEST529.com/backtoschool](https://www.nest529.com/backtoschool) during the Prize Period. The photo and entry form must comply with the following to be considered a “Submission”:

- The Beneficiary, as defined below, must be in the photo;
- The photo must be a back-to-school theme, and include a 15-word or less caption describing the photo in the entry form;
- The photo must be in digital format (taken with a smartphone, tablet, digital camera, etc.), and a file size less than 50mb; and
- The entry form must include Entrant’s first and last name, ZIP code, phone number, email, and the name and age of the Beneficiary as of September 30, 2019.

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

Or

(B) An Entrant may enter the Drawing without submitting a photo by hand-printing in ink the following information on a 3” x 5” card: Entrant’s first and last name, ZIP code, phone number, email, the name and age of the Beneficiary as of September 30, 2019, and the words “NEST 529 Back-to-School.” Mail the card in a stamped #10 envelope to: First National Bank of Omaha, Attn: NEST 529 Back-to-School Photo Drawing, 1620 Dodge St., Stop 1105, Omaha, NE 68197-1105. Entries must be postmarked during the Prize Period and received by October 5, 2019.

The Beneficiary named by Entrant in either form of entry must be 8 years of age or younger as of September 30, 2019, have a Social Security or taxpayer identification number and a residential street address in the Qualifying Area, intend to have qualified higher education expenses at an eligible educational institution, and meet all other requirements of the Plan (“Beneficiary”). The eligible educational institution does not need to be located in Nebraska.

Limit one (1) entry per Beneficiary no matter the method of entry. Multiple entries will disqualify all related entries. No photocopies, computer generated facsimiles, mechanically reproduced, or mass entries permitted.

3. Winner Selection: On or about October 15, 2019, (“Drawing Date”) ten (10) winners will be selected by Sponsor in a random drawing from among all eligible entries (each a “Winner,” collectively the “Winners”). The Drawing will be conducted under the direction of Sponsor whose decisions are final and binding in all matters related to the Drawing.

4. Odds: The odds of winning depend on the total number of eligible entries received during the Prize Period.

5. Prizes: Each Winner will each receive \$2,000 in the form of a contribution to a NEST Direct College Savings Plan (“Plan”) account established by Sponsor for the benefit of the Beneficiary designated by Winner (each a “Prize”). The Beneficiary must be eligible to have a Plan account opened in his or her name. The Trust will own the Plan account established under the Drawing. The Actual Retail Value (“ARV”) of each Prize is \$2,000, and the total ARV of all Prizes is \$20,000. Prizes are not a recommendation to invest in the Plan. Investment returns are not guaranteed and a Winner could lose money by investing in the Plan.

Any disbursement of funds may only be used for tuition and fees associated with qualified higher education expenses (other than room and board) only when the Beneficiary provides proof of enrollment 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 Plan account will revert to the Trust. The Plan account will be wholly invested in the FDIC-insured Bank Savings Investment Option unless Sponsor is directed otherwise by the Council and Treasurer. The Beneficiary will have no ownership rights, title, interest in, or power or control over the Plan account established in the Drawing. Access to the Plan account shall be limited to Sponsor who will administer the Plan account for the benefit of the Beneficiary with the permission of the Treasurer. Once the Plan account is established, no change in Beneficiary is allowed and no transfer of Plan account funds is permitted. All disbursements from the Plan account must be made before the Beneficiary reaches 30 years of age. All Plan accounts held in the Nebraska 529 College Savings Plan for the Beneficiary, including the Plan account established under the Drawing, will be aggregated for the purpose of the Nebraska 529 College Savings Plan’s Maximum Contribution Limit. All questions regarding the Plan account should be directed to Sponsor at the address listed below in Section 12.

The Prize may be considered income, and any taxes resulting from the receipt of the Prize are the responsibility of Winners. Please consult your tax advisor regarding the tax consequences of accepting the Prize.

- 6. Winner Notification:** Winners will be notified by email or telephone conversation. It is anticipated that Winners will be notified by October 31, 2019. Winners will be required to complete all documentation necessary to open the Plan account (including name, address, Social Security number, date of birth and other identifying information for the Beneficiary) and may be required to sign other legal documents relating to the Drawing, including but not limited to adherence to these Official Rules, liability releases and/or publicity releases collectively "Prize Documentation"). A Winner is not required to have an existing Plan account or to open another Plan account in addition to the Plan account established by Sponsor as part of the Prize; however, neither a Winner nor any other party can deposit additional funds into the Plan account established by Sponsor. Therefore, if a selected Winner or other individual wants to contribute funds into a Plan account for the Beneficiary, he/she will need to have an existing account or open a separate Plan account.

An Entrant is not a Winner of the Prize, and a Beneficiary is not entitled to the Prize, unless and until Sponsor has received the Prize Documentation completed to Sponsor's satisfaction, Entrant's eligibility to participate in the Drawing and Beneficiary's eligibility to receive a Prize has been verified, and Entrant has been notified that verification is complete. The Prize is nontransferable.

A Prize may be awarded to an alternate Winner (selected in a random drawing from among all remaining eligible entries) if (i) the winning Entrant or Beneficiary associated with such winning entry is not compliant with the Official Rules; (ii) the Plan account documentation is not received by Sponsor in good order within fourteen (14) days after Winner notification; (iii) the winning Beneficiary is not eligible to have an account opened in his or her name; or (iv) Sponsor is unable to engage in an email or telephone conversation with Winner within five (5) business days from the first notification attempt. Although Sponsor may, in its sole discretion, choose to leave a message or messages on the potential Winner's voicemail service or answering machine, such messages are solely to facilitate contact within the five (5) business day period and do not constitute a "conversation" for purposes of these Official Rules. For conversations by email, Winner must send a reply email from the email address provided when entering the Drawing. If Sponsor is unable to engage in a conversation with the alternate potential Winner within five (5) business days from the first notification attempt or any of the other scenarios set forth in (i) through (iii) above are true with respect to the alternate Winner, the Prize will not be awarded.

No more than the stated number of Prizes will be awarded. In the event that production, technical, seeding, programming, or any other reasons cause more than the stated number of Prizes 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 Drawing claims.

Sponsor, at its sole discretion, reserves the right to disqualify any individual who tampers with the entry process, does not comply with the Official Rules, or if the Sponsor suspects fraud or abuse. Sponsor also reserves the right to modify or suspend the Drawing at any time, for any reason.

- 7. Release:** Each Entrant and each Beneficiary (or his or her parents or legal guardians) agrees, except where prohibited by law, by entering the Drawing or accepting a Prize, to release and discharge, hold harmless and indemnify Releasees and all others associated with the development and execution of this Drawing, 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 Drawing or acceptance, possession, use, misuse or nonuse of the Prize.

- 8. Publicity:** Except where prohibited by law, by entering the Drawing, or by accepting a Prize, Entrants and each Beneficiary (or his or her parents or legal guardians) grant Sponsor and its designees the right to publicize the first and last name, photograph, image, likeness, voice, statements, and certain biographical information of Entrants and Beneficiaries in all manner and media, worldwide and in perpetuity, for advertising, marketing, trade and promotion purposes, worldwide and in perpetuity, in any and all forms of media, now known or hereafter devised (including, without limitation, the Internet), without additional compensation, and without opportunity for review.

- 9. Limitations of Liability:** Releasees are not responsible for technical, computer, mechanical, printing, typographical, human or other errors relating to, or in connection with the Drawing, including, without limitation, errors which may occur in connection with the administration of the Drawing, the processing of entries, the announcement of the Prizes or in any Drawing 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, fail 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. If, in Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Drawing, 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 Drawing, 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 Drawing, or to terminate the Drawing and award the Prize using all eligible, non-suspect transactions received as of the termination date. As a condition of entering the Drawing, Entrants agree and by accepting a Prize, Beneficiaries, or their parent or guardian, agree, that: (i) under no circumstances will Entrants or Beneficiaries be permitted to obtain awards for, and Entrants and Beneficiaries 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 Drawing 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 or Beneficiaries be entitled to receive attorneys' fees or other legal costs. Sponsor reserves the right to modify Prize award procedures. This Drawing 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.

- 10. 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. Each Entrant agrees by entering the Drawing that their name and contact information can be used for future NEST 529 marketing communications. To unsubscribe from such marketing communications, email NEST@fnni.com with the word "REMOVE" in the subject line, or mail the request with Entrant's name and contact information to Sponsor at the address listed below in Section 12.

- 11. Winners' Names:** For the names of Winners (available on or about November 4, 2019), send your request, and a separate self-addressed, stamped envelope, to Sponsor at the address listed below in Section 12.

- 12. 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 a 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 Statements at NEST529Direct.com, and 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 state benefits such as financial aid, scholarship funds, and protection from creditors 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 Distributor, Member FINRA, SIPC
First National Capital Markets, Inc. and First National Bank of Omaha are affiliates.



Nebraska State Treasurer, Trustee



PROGRAM MANAGER

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

*Except the Bank Savings Investment Option

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