

Big Dreams Start Here \$529 Drawing Official Rules

1. Eligibility: Participation is open only to individual legal residents of the United States and the District of Columbia, except as excluded by the next sentence, 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.

Employees of First National Bank of Omaha ("Sponsor"), Lincoln Children's Museum, the Nebraska State Treasurer, the Nebraska Educational Savings Plan Trust, the Nebraska Investment 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 a Prize.

Each Entrant, by participating in this Drawing, agrees to be bound by these Official Rules and the decisions of Sponsor. The Drawing is subject to all applicable federal, state, and local laws and regulations.

- **2. To Enter:** The entry period begins at 12:00:00 a.m. Central Time ("CT") on January 1, 2019 and ends at 11:59:59 p.m. CT on December 31, 2019 ("Entry Period"). There are two (2) ways to enter the Drawing:
- (A) Entrant may submit an entry form at <u>www.NEST529.com/starthere</u> during the Entry Period. The entry form must comply with the following to be considered a "Submission":
 - The entry form must include the Entrant's first and last name, address, city, state, ZIP code, phone number, the name and age of the Beneficiary as of December 31, 2019. Your Submission will be reviewed by the Sponsor to ensure compliance with the Official Rules.

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(B) Entrant may enter the Drawing by hand-printing in ink the following information on a 3" x 5" card: Entrant's first and last name, address, city, state, ZIP code, phone number, the name and age of the Beneficiary as of December 31, 2019, and the words "NEST Big Dreams Start Here." Mail the card in a stamped #10 envelope to: First National Bank of Omaha, Attn: Big Dreams Start Here Drawing, 1620 Dodge St., Stop 1105, Omaha, NE 68197-1105. Entries must be postmarked during the Entry Period and received by January 11,

The Beneficiary named by the Entrant in either form of entry must be 10 years of age or younger as of December 31, 2019, have a Social Security or taxpayer identification number, a residential street address, 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 January 22, 2020, four (4) entries will be selected by the Sponsor in random drawings from all eligible entries (each a "Winner," collectively the "Winners"). The Drawing will be conducted under the direction of the Sponsor whose decisions are final and binding in all matters related to the Drawing. Prizes are not a recommendation to

invest in the NEST Direct College Savings Plan ("Plan"). Investment returns are not guaranteed and a Winner could lose money by investing in the Plan.

- **4. Odds:** The odds of winning depend upon the total number of eligible entries received during the Entry Period.
- **5. Prizes:** The four (4) selected Winners will each receive \$529 in the form of a contribution into a Plan account ("Prize") for the benefit of the Beneficiary. The Prize will not be paid out in cash to the Beneficiary, but will be invested in the Beneficiary's Plan account. If Beneficiary does not already have a Plan account opened in their name, a Plan account will be required to be opened in order to win the Prize, but neither the Winner nor the Beneficiary is required to deposit any additional funds into the Plan account in order to receive the Prize.

Disbursements of funds from a Plan, including the Prize and any investment gains thereon, are intended to be used for tuition and fees associated with qualified higher education expenses at an eligible educational institution. That institution does not need to be located in Nebraska. Withdraws from a Plan for other uses may incur penalties and fees. Beneficiaries, or their parents and guardians, should become familiar with Plan features and uses of funds in Plans and should contact their tax advisor before directing any withdraws. All questions regarding the Plan account should be directed to the Sponsor at the address listed below in Section 12.

The Sponsor is responsible only for the delivery of the Prize and is not responsible for Prize utility or otherwise. The Drawing does not take into account a Winner's personal circumstances or other factors that may be important in making investment decisions. The Prize may be considered income, and any and all taxes and fees resulting from the receipt of a Prize are the responsibility of the Winner. Please consult your tax advisor regarding the tax consequences of accepting the Prize.

The Actual Retail Value ("ARV") of each Prize is \$529, with a total ARV for all Prizes of \$2,116. Limit of one (1) Prize per Entrant and one (1) Prize per Beneficiary.

6. Winner Notification: Entrants will be notified by telephone, mail, or email on or about February 5, 2020. The 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) an existing Plan account for the Beneficiary cannot be verified or the Plan account documentation required to open a new account is not returned in good order within fourteen (14) days after mailing to the winning Entrant; (iii) the winning Entrant does not send a reply email from the email address provided on the entry form within forty-eight (48) hours from notification of winning a Prize; or (iv) three good faith attempts to contact the winning Entrant live by telephone are unsuccessful (although Sponsor may, in its sole discretion, choose to leave a message or messages on the potential winning Entrant's voicemail service or answering machine, such messages are solely to facilitate contact and do not constitute a "conversation" for purposes of these Official Rules).

The winning Entrants will be required to complete all documentation necessary to verify or open a 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.

The potential Winners are subject to eligibility verification by the Sponsor. An Entrant is not a Winner of a Prize, and a Beneficiary is not entitled to the Prize, unless and until verification of the Entrant's and Beneficiary's eligibility, and the Entrant has been notified that verification is complete. The Prize is nontransferable.

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, the Sponsor reserves the right to award only the stated number of Prizes among all legitimate, un-awarded, eligible Drawing claims.

- **7. Release:** Each Entrant agrees by entering and each Beneficiary, or their parents or legal guardians on their behalf, agrees by accepting a Prize, 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 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, each Entrant by entering the Drawing, and each Beneficiary, or their parents or legal guardians on their behalf, by accepting a Prize, grants the Sponsor and its designees the right to publicize the Entrant's and Beneficiary's first and last name, photograph, image, likeness, voice, statements, and certain biographical information 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 the Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering, fraud, or abuse 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, the Sponsor, at its sole discretion, reserves the right to disqualify any individual who tampers with the entry process or does not comply with the Official Rules, 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 entries received as of the termination date. As a condition of entering the Drawing, Entrants agree, and by accepting a Prize Beneficiaries, or their parents or legal guardians on their behalf, agree, that: (i) under no circumstances will Entrants or Beneficiaries be permitted to obtain awards for, and Entrants and Beneficiaries, or their parents or legal guardians on their behalf, 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 Beneficiary be entitled to receive attorneys' fees or other legal costs. Sponsor reserves the right to modify Prize award procedures. The Sponsor reserves the right to modify or suspend this Drawing at any time for any reason. 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. Entrant's Personal Information: Information collected from Entrants, including information about their Beneficiary, will be maintained by the Sponsor and its representatives in accordance with applicable federal and state consumer privacy laws, rules, and regulations.

Each Entrant agrees by entering 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 the Entrant's contact information to First National Bank of Omaha, Attn: NEST 529 College Savings, 1620 Dodge St., Stop 1105, Omaha, NE 68197-1105.

- **11.Winners' Names:** For a list of the winning Entrant's names (available on or about March 1, 2020), send your request and a separate self-addressed, stamped envelope, to: First National Bank of Omaha, Attn: NEST Big Dreams Start Here Drawing, 1620 Dodge St., Stop 1105, Omaha, NE 68197-1105.
- 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 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 Plan's investment objectives, risks, charges and expenses before investing. The Program Disclosure Statements at NEST 529.com or 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 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 Investment Option

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Program Manager