

# BIG DREAMS \$10K GIVEAWAY

## Official Rules



As the *Official Sponsor of Big Dreams*, NEST is giving away a \$5,000 contribution into each of two NEST 529 College Savings accounts. Entering is easy... Just fill out the entry form at [www.NEST529.com/\\$10KGiveaway](http://www.NEST529.com/$10KGiveaway) or send in a postcard by December 31, 2015.

No Purchase Necessary to Win. See below for complete rules and eligibility requirements.

### Big Dreams \$10K Giveaway (“Drawing”) Official Rules

- 1. Eligibility:** Participation is open only to individual U.S. residents of the United States and the District of Columbia who have reached the age of majority at the time of entry (“Entrant”). U.S. residents in the states of Florida or New York are not eligible to enter or win a Prize (as defined in section 5). Void where prohibited or restricted by law. Each Entrant, by participating in this Drawing, certifies that they have read these Official Rules prior to entering and agrees 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 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 receive the Prizes. Each Entrant, by participating in this Drawing, agrees to be bound by these Official Rules and the Sponsor’s decisions.

This 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 November 1, 2015 and ends at 11:59:59 p.m., CT, on December 31, 2015 (“Prize Period”). Limit one (1) entry per person during the Prize Period. No duplicate entries are permitted. Multiple entries will disqualify all related entries. Submission of an entry constitutes the entrant’s consent to participate in the Drawing.

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

(A) Online Entries – Go to [www.NEST529.com/\\$10KGiveaway](http://www.NEST529.com/$10KGiveaway) and provide your first and last name, email address, the state in which you live, and your phone number.

Or

(B) Mail-in Entries – On a 3” x 5” card, hand-print in ink the Entrant’s first and last name, address, city, state, zip code, day and evening phone number, and the words “Big Dreams \$10K Giveaway”. Mail the card in a stamped #10 envelope to: First National Bank of Omaha, Attn: “Big Dreams \$10K Giveaway”, 1620 Dodge St., Stop 1105, Omaha, NE 68197-1105. Entries must be postmarked during the Prize Period and received before the Drawing Date (as defined in Section 3) in order to be entered into the drawing.
- 3. Winner Selection:** On or about January 8, 2016, (“Drawing Date”) two (2) winners will be selected by the 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 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 on the total number of eligible entries received during the Prize Period.
- 5. Prizes:** Two (2) Winners will each receive \$5,000 in the form of a contribution to a Plan account established by the Sponsor (each a “Prize”) for the benefit of a child, designated by the Winner, who is 10 years old or younger as of the Drawing Date and intends to have qualified higher education expenses at an eligible educational institution (“Beneficiary”). That institution does not need to be located in Nebraska. The Beneficiary must have a Social Security or taxpayer identification number and a residential street address. The Trust will own the Plan accounts established under the Drawing and disburse the funds only when the Beneficiary provides proof of enrollment at an eligible educational institution. The total Actual Retail Value (“ARV”) of each Prize is \$5,000 and the total ARV of all the Prizes is \$10,000.

Any disbursement of funds may only be used for 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 Plan account will revert to the Trust. The 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 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 the 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 the Sponsor at the address listed below in Section 12.

The Prize may be considered income to the Winners, and any taxes resulting from the receipt of the Prize are the responsibility of the Winners. Please consult your tax advisor regarding the tax consequences of accepting the Prize.
- 6. Winner Notification:** Each Winner will be notified by telephone or U.S. mail. It is anticipated that the Winners will be notified within (10) days after the Drawing Date. The 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 designated Beneficiary). The selected Winners cannot deposit any additional dollars into the Plan account established by the 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 open a separate Plan account.

The potential Winners are subject to eligibility verification by the Sponsor. The Winners may need to sign a form acknowledging the Official Rules. An Entrant is

not the Winner of the Prize unless and until the Entrant's eligibility has been verified and the 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 Winner is not compliant with the Official Rules; (ii) the Plan account documentation is not returned in good order within fourteen (14) days after mailing to Winner; (iii) the Beneficiary is not eligible for 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 awarded. 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 by a random drawing among all legitimate, un-awarded, eligible Drawing claims.

The 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. The Sponsor also reserves the right to modify or suspend this Drawing at any time, for any reason.

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 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 winning, Entrants grant the Sponsor and its designees the right to publicize the Entrant'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 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, 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 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 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 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. **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.
11. **Winners' Names:** For the names of the winners (available on or about February 1, 2016), send your request, and a separate self-addressed, stamped envelope, to: First National Bank of Omaha, Attn: Big Dreams \$10K Giveaway, 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 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](http://NEST529Direct.com), and [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** 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 Individual Investment Option



Nebraska State Treasurer, Trustee

 First National Bank Omaha

Program Manager