

# Dear Grandchild Drawing

Writing a letter could win a gift they'll never outgrow.  
Enter to win a \$529 contribution to a  
NEST 529 College Savings Plan account.



**Write a letter to your grandchild, great niece or nephew, explaining your hopes and dreams for them and why higher education will be important.** Share it with us between September 4 and November 30, 2018 for a chance to be drawn as one of ten (10) winners of a \$529 scholarship. You won't have to choose a favorite; you can divide equally among up to four children. See below for complete rules and eligibility requirements.

## Dear Grandchild Drawing Rules ("Drawing") Official Rules

NO PURCHASE, APPLICATION, OR USE OF SPONSOR PRODUCTS OR SERVICES NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCE OF WINNING.

**1. Eligibility:** Participation is open only to individual legal residents of one of the 50 States in the United States and the District of Columbia who have reached the age of majority at the time of entry and who are a grandparent, great aunt or great uncle as of the date 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. 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.

**2. To Enter:** Between 12:00:00 a.m., Central Time ("CT"), on September 4, 2018, and 11:59:59 p.m., CT, on November 30, 2018 ("Prize Period"), you can enter by submitting a letter to a grandchild, great niece or great nephew, who is 18 years old or younger ("Child") as of November 30, 2018, explaining your hopes and dreams for their future and why you think higher education is important. The letter should be no longer than 500 words, and must reflect Entrant's own creation, writing and original thinking. The Child must intend to have qualified higher education expenses at an eligible educational institution.

Entries can be submitted by mail or email and must include a cover sheet with the following information: the Entrant's name, address, city, state, zip code, email, day and evening phone number, and Child's name(s), relationship to the Entrant and date of birth. The Child's name does not need to be included in the letter, but must be included in the cover sheet. Letters and cover sheets submitted via email are to be sent to: NEST@fnni.com with the subject line reading "NEST Dear Grandchild Drawing" and received during the Prize Period. Letters that are submitted via email must be included as an attached document. Mailed essays and cover sheets can be typed or handwritten, and are to be sent to: First National Bank of Omaha, Attn: NEST Dear Grandchild Drawing, 1620 Dodge St, Stop 1105, Omaha, NE 68197-1105.

To enter the Drawing without writing a letter, hand-print in ink the Entrant's name, address, city, state, zip code, email, day and evening phone numbers, and Child's name, relationship to the Entrant and date of birth, and the words "NEST Dear Grandchild Drawing" on a 3"x 5" card, and mail in a stamped #10 envelope to: First National Bank of Omaha, Attn: "NEST Dear Grandchild Drawing", 1620 Dodge St. Stop 1105, Omaha, NE 68197-1105.

Mail-in entries must be postmarked during the Prize Period, and received by December 7, 2018. Limit one (1) entry per person, no matter the method of entry. Multiple entries will disqualify all related entries. No photocopies, computer generated facsimiles, mechanically reproduced, or mass entries permitted. Your submission of an entry constitutes your consent to participate in the Drawing. Prizes are not a recommendation to invest in the NEST Direct or NEST Advisor College Savings Plan (each a "Plan"). Investment returns are not guaranteed and the winner could lose money by investing in the Plan.

**3. Winner Selection:** On or about December 18, 2018, ten (10) winners will be selected by Sponsor in a random drawing from among all eligible

entries (each a "Winner," collectively the "Winners"). Eligible entries will be separated into four (4) separate drawing groups based on Entrant's state of residence and, if Nebraska, by Entrant's congressional district of residence (each a "Drawing Group," collectively the "Drawing Groups"). Sponsor will draw two (2) Winners from each congressional district in Nebraska, and four (4) Winners from outside Nebraska

<u>Drawing Group</u>	<u>Entrant's Residence</u>
1	Nebraska Congressional District 1
2	Nebraska Congressional District 2
3	Nebraska Congressional District 3
4	Non-Nebraska

The Drawing will be conducted under the direction of the 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:** Ten (10) Winners will each receive \$529 in the form of a contribution to a Plan account ("Prize") for the benefit of the Child(ren) designated by the Winner ("Beneficiary"). A Winner may split the award among up to four (4) Beneficiaries if desired. Limit one (1) Prize per Child. The Prize will not be paid out in cash to the Winner, but will be invested in the Winner's Plan account for each Beneficiary according to the standing investment allocation for the Plan account. The total Actual Retail Value ("ARV") of the Prizes is \$5,290.

The Beneficiary must be 18 years or younger as of November 30, 2018 and must be an individual that intends to have qualified higher education expenses at an eligible educational institution. 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 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:** The potential Winners will be notified by email or telephone on or about December 18, 2018. If Sponsor is unable to engage in an email or telephone conversation with the potential Winner within a forty-eight (48) hour period from the first notification attempt, or in the event of noncompliance with these Official Rules, then such person will be disqualified and an alternative potential Winner will be selected via a random drawing from all remaining eligible entries. If a Winner cannot be confirmed and verified forty-eight (48) hours after announcing the alternate Winner, the Prize will not be awarded. 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 forty-eight (48) hour period and do not constitute a "conversation" for purposes of these Official Rules. For conversations by email, the winner must send a reply email from the email address provided on the entry form.

A Winner is required to have a Plan account for each designated Beneficiary in order to win and accept the Prize. In the event Winner does not have an existing Plan account for a Beneficiary, the Winner will be required to complete all documentation necessary to open a Plan account

(including name, address, Social Security number, date of birth and other identifying information for the Beneficiary) for such Beneficiary. The Prize will be deposited directly into each Winner's Plan account for each designated Beneficiary. Allow 6-8 weeks following the date of the actual drawing for confirmation of a Prize. A Winner is not required, either at the time of entry, acceptance of the Prize, or in the future, to deposit any additional funds into a Plan account in order to receive the Prize, whether such account was pre-existing or whether such account was opened to accept the Prize. Any disbursement of funds from a Plan account may only be used for the Beneficiary's tuition and fees associated with qualified higher education expenses.

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.

The Prize may be awarded to an alternate Winner (selected in a random drawing from among all remaining eligible Entrants) if (i) the Winner is not compliant with the Official Rules; (ii) the Plan account confirmation or new Plan account documentation is not returned in good order within fourteen (14) days after notification of Winner, or; (iii) a Beneficiary is not eligible for a Plan account. 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.

**7. Release:** Each Entrant agrees, except where prohibited by law, to release and discharge, hold harmless and indemnify the Sponsor, Treasurer, Trust, Council, Ascensus College Savings Recordkeeping Services, LLC, and all others associated with the development and execution of this Drawing (collectively "Releasees"), 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 to the Sponsor and its designees the right to publicize the Entrant's first and last name, photograph, image, likeness, voice, statements, letter and certain biographical information in all manner and media, worldwide and in perpetuity, for advertising, 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.

*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 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, Inc.** Distributor, Member FINRA, SIPC  
First National Capital Markets and First National Bank of Omaha are affiliates.

**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 conduct a random drawing to award the Prizes using all eligible, non-suspect transactions and write-in entries 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. The 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 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 after, on or about January 31, 2019), send your request and a separate self-addressed, stamped envelope to: First National Bank of Omaha, Attn: NEST Dear Grandchild 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.

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

\*Except the Bank Savings Investment Option



Nebraska State Treasurer, Trustee

 First National Bank Omaha

Program Manager

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