

NEST^{on the} Farm Scholarship

Plant the seeds for
Nebraska's future.

An essay contest to earn \$3,500 toward
a NEST 529 College Savings Plan



Nebraska residents between 7 and 13 years old, who live on a Nebraska farm or who have a parent or guardian who works on a Nebraska farm, can submit a typed essay, no more than 750 words, describing what farming means in their life and how being in a farming family will influence their higher education.

Entries are due by **August 6, 2012**. **Three winners** will be selected on **August 22, 2012**: one who is between 7 and 9 years old, one between 10 and 11 and one between 12 and 13.

See back for complete rules and eligibility requirements.

The NEST Direct Plan is sponsored by the State of Nebraska and administered by the Nebraska State Treasurer. The NEST Direct Plan offers a series of investment portfolios within the Nebraska Educational Savings Plan Trust, which offers other investment portfolios not affiliated with the NEST Direct Plan. The NEST Direct Plan is intended to operate as a qualified tuition program 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 Statement, at www.NEST529Direct.com, which contains 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.

This material is provided for general and educational purposes only, and is not intended to provide legal, tax or investment advice, or for use to avoid penalties that may be imposed under U.S. federal tax laws. This material is not an offer to sell or a solicitation of an offer to buy any securities. Any offer to sell units within the Plan may only be made by the Program Disclosure Statement and Participation Agreement relating to the Plan.

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

Except for the Bank Savings Individual Investment Option, investments in the NEST Direct Plan are not guaranteed or insured by the FDIC or any other government agency and are not deposits or other obligations of any depository institution. Investments are not guaranteed or insured by the State of Nebraska, the Nebraska State Treasurer, the Nebraska Investment Council or First National Bank of Omaha or its authorized agents or their affiliates, and are subject to investment risks, including loss of the principal amount invested. FDIC insurance is provided for the Bank Savings Individual Investment Option up to the maximum amount set by federal law, currently \$250,000.

Nebraska Educational Savings Plan Trust Issuer

Nebraska State Treasurer Trustee

Nebraska Investment Council Investment Oversight

First National Bank of Omaha Program Manager

First National Capital Markets Principal Distributor, Member FINRA, Member 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

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NEST on the Farm



Trustee



First National Bank Omaha

Program Manager

Official Rules

NEST on the Farm Scholarship

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, legal Nebraska residents between 7 and 13 years of age as of August 6, 2012, and who live on a Nebraska farm or who have a parent or guardian who works on a Nebraska farm. Void where prohibited or restricted by law. Employees of First National Bank of Omaha ("Program Manager"), the Nebraska State Treasurer ("Treasurer"), the Nebraska Educational Savings Plan Trust ("Trust"), the Nebraska Investment Council ("Council"), Upromise Investments, Inc., 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. Each entrant, by participating in the NEST on the Farm Scholarship ("Contest"), agrees to be bound by these Official Rules and the Program Manager's decisions. The Contest is subject to all applicable federal, state, and local laws and regulations.

2. To Enter: Contest begins at 12:00:00 a.m., Central Time ("CT"), on July 1, 2012, and ends at 11:59:59 p.m., CT, on August 6, 2012 ("Contest Period").

During the Contest Period, you can enter by submitting a typed essay, no longer than 750 words, describing what farming has meant in your life and how being a member of a farming family will influence your future higher education. Each essay must reflect the entrant's own research, writing and original thinking. No duplicate entries are permitted.

Entries can be submitted by email or mail and must include a cover sheet with the following information: the entrant's name, address, phone number, age as of August 6, 2012, and parent/guardian's name. Essays and cover sheets submitted via email are to be sent to NEST@fnbi.com with the subject line reading "NEST on the Farm Scholarship." Essays that are submitted via email must be included as an attached document, preferably in Microsoft Word or Microsoft Word compatible format. Mailed essays and cover sheets are to be sent to First National Bank of Omaha, Attn: NEST on the Farm Scholarship, 1620 Dodge St., Stop 1105, Omaha, NE 68197. Entries must be postmarked by August 6, 2012. Limit one entry per person. Multiple entries will disqualify all related entries. No photocopies, computer-generated fax, mechanically reproduced or mass entries permitted. Your contribution or submission of an entry constitutes your consent to participate in the Contest, and your consent for the Program Manager to obtain and use your first and last name, photo, and certain nonidentifying information for the purpose of administering this Contest. **The Contest is not a recommendation to invest in the NEST Direct College Savings Plan ("Plan").**

3. Selection of Winners: Three (3) winners will be selected on or about August 22, 2012, from among all eligible entries received by the Program Manager. One winner will be selected who is between 7 and 9 years of age, one winner who is between 10 and 11 years of age, and one winner who is between 12 and 13 years of age on the day the award is announced. Limit of one scholarship per person. Selection of the winners will be conducted under the direction of the Program Manager whose decisions are final in all matters relating to the Contest.

4. Odds: The odds of winning depend upon the total number of eligible entries received.

5. Prizes: Three (3) winners will each receive \$3,500 (the "Prize") in the form of a contribution to an account established by the Program Manager for the benefit of the winner ("Beneficiary"). Approximate Retail Value of all Prizes is \$10,500. The Beneficiary 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 Trust will own the account established under the Contest and 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 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 account will be wholly invested in the FDIC-insured Bank Savings Individual Investment Option unless the Program Manager is directed otherwise by the Council and Treasurer. The Beneficiary will have no ownership rights, title, interest in, or power or control over the account established in the Contest. Access to the account shall be limited to the Program Manager who will administer the account for the benefit of the Beneficiary with the permission of the Treasurer. Once an account is established, no change in Beneficiary is allowed and no transfer of account funds is permitted. All disbursements from the account must be made before the Beneficiary reaches 30 years of age. All accounts held in the Nebraska 529 College Savings Plan for the Beneficiary, including the account established under the Contest, will be aggregated for purposes of the Nebraska 529 College Savings Plan's Maximum Contribution Limit. All questions regarding the account should be directed to the Program Manager at the address listed below in Section 12. The Prize may be considered income to the recipient, and any taxes resulting from the receipt of the Prize are the responsibility of the recipient. Please consult your tax advisor regarding the tax consequences of accepting the Prize.

6. Winner Notification: Each winner will be notified by telephone, email or U.S. mail. It is anticipated that the winners will be notified by August 31, 2012. An award

presentation, as well as public announcement, will coincide with Husker Harvest Days on September 12, 2012, in Grand Island, Nebraska. The winner will be required to complete all documentation necessary to open an account (including name, address, Social Security number, date of birth and other identifying information for the winner). The winner is not required to open a Plan account in addition to the account established by the Program Manager as part of the Prize; however, the selected winner cannot deposit any additional dollars into the account established by the Program Manager. Therefore, the selected winner or the winner's parent/guardian or other individual is encouraged to open a different Plan account in order to contribute his/her own funds into an account for the Beneficiary.

All potential winners are subject to eligibility verification by the Program Manager, whose decisions are final and binding in all matters related to the Contest. 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 winner will need to sign a form acknowledging the Official Rules.

The Prize may be awarded to an alternate winner (selected from among all remaining eligible entrants) 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, the Program Manager reserves the right to award only the stated number of Prizes among all legitimate, unawarded, eligible Contest claims.

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 non-use of the Prize.

8. Publicity: Except where prohibited by law, by entering the Contest, or by winning, entrants grant to the Program Manager 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, 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. Parents/guardians will be required to sign a release.

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 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, 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 Program Manager's opinion, there is any suspected or actual evidence of electronic or nonelectronic 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, the Program Manager, 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 conduct a random drawing to award the Prizes using all eligible, nonsuspect transactions and write-in entries 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 Prizes 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 Program Manager 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.

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

11. Copy of Rules/List of Winners: For a copy of a list of winners' names (available after, on or about September 12, 2012), send your request, and a separate self-addressed, stamped envelope, to: First National Bank of Omaha, Attn: "NEST on the Farm Scholarship," 1620 Dodge St., Stop 1105, Omaha, NE 68197-1105.

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