

# Dinosaurs, Dawn of the Ice Age Scholarship

A Picture Perfect  
Way to Win a  
\$3500 Scholarship

PHOTO CONTEST



In honor of the *Dinosaurs, Dawn of the Ice Age* exhibit at the Omaha Children's Museum, **NEST Direct, Nebraska's 529 College Savings Plan**, is sponsoring a photo contest and awarding a **\$3,500** scholarship to the winner.

See back page 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](http://www.NEST529Direct.com) (NEST Direct Plan), 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.*

*Investments in the NEST Direct Plan are not guaranteed or insured by the FDIC or any other government agency; 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 the loss of principal amount invested.*

**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  
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Trustee

 First National Bank Omaha

Program Manager

# Official Rules

## Dinosaurs, Dawn of the Ice Age Scholarship ("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 residents of the 50 U.S. States and the District of Columbia who have reached the age of majority in the jurisdiction within which they reside as of the date of entry. Void where prohibited or restricted by law. Employees of the Omaha Children's Museum, First National Bank of Omaha ("Program Manager"), the Nebraska State Treasurer, the Nebraska Educational Savings Plan Trust, the Nebraska Investment 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 Contest agrees to be bound by these Official Rules and 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 August 1, 2011, and ends at 11:59:59 p.m., CT, on December 16, 2011 ("Contest Period"). During the Contest Period, you can enter by uploading a photograph of your child in the nest at the Nebraska Educational Savings Trust exhibit on the second floor of the Omaha Children's Museum, Omaha, NE. All entries must be made electronically. No duplicate entries are permitted.

Entries are available on [www.ocm.org](http://www.ocm.org) and select "Exhibits and Programs". The online submission form will include the following information: the entrant's name, address, phone number and email address; the beneficiary's name, address, and phone number. The entrant must acknowledge receipt of official rules on that form.

Your 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 name, photo, and certain non-identifying information for the purpose of administering this Contest. **The Contest is not a recommendation to invest in the Plan.**
- 3. Drawing:** One winner will be selected on or about December 23, 2011, in a random drawing from among all eligible entries received by the Program Manager. The drawing will be conducted under the direction of Program Manager whose decisions are final in all matters relating to the Contest.
- 4. Odds:** The odds of winning selected depend upon the total number of eligible entries received.
- 5. Prize:** One winner will be selected and will receive a \$3,500 contribution in an account established by the Nebraska Educational Savings Plan Trust for the benefit of the winner or the winner's beneficiary. A 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 Nebraska Educational Savings Plan 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 winner or the winner's beneficiary is enrolled. Any refunds from the eligible educational institution and any unused funds remaining in the account will revert to the Nebraska Educational Savings Plan Trust. The account will be wholly invested in money market funds unless the Program Manager is directed otherwise by the Nebraska Investment Council and the Nebraska State Treasurer. The winner and the winner's 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 Nebraska State Treasurer. Once the winner designates a beneficiary for the account, no change in beneficiary is allowed and no transfer of account funds is permitted. Any disbursement from the account must be made before the 10th anniversary of the Contest in the case of a winner eligible to participate in the Contest or before the winner's beneficiary reaches 30 years of age, whichever is later. All accounts held in the Plan for the beneficiary, including the account established under the Contest will be aggregated for purposes of the Plan's Maximum Account Balance Limit. All questions regarding the account should be directed to the Program Manager at the address listed below. The award may be considered income to the recipient, and any taxes resulting from the receipt of the award are the responsibility of the recipient. Please consult your tax advisor regarding the tax consequences of accepting the award.
- 6. Winner Notification:** Each winner will be notified by telephone or U.S. mail. It is anticipated that the winner will be announced on December 31, 2011 at the First Night of Play event at the Omaha Children's Museum. A winner need not be present at the time of the drawing or when the announcement is made in order to win the Contest. In the event the winner does not have an existing Plan account, 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 or the beneficiary). 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 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 scholarship is nontransferable. The winner will need to sign a form acknowledging the Contest Rules.

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 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 awards will be made. In the event that production, technical, seeding, programming, or any other reasons cause more than the stated number of awards, as set forth in these Rules to be available and/or claimed, the Program Manager reserves the right to award only the stated number of awards by a random drawing among all legitimate, un-awarded, 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 award, 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 award.
- 8. Publicity:** Except where prohibited by law, by entering the Contest, or by winning, entrants grant to Program Manager and its designees the right to publicize the entrant's first 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.
- 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 awards 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 Program Manager's opinion, there is any suspected or actual evidence of electronic or non-electronic 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. 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, non-suspect 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 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. 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 December 31, 2011, send your request, and a separate self-addressed, stamped envelope, to: First National Bank of Omaha, Attn: "Dinosaur Contest", 1620 Dodge St., Stop 1105, Omaha, NE 68197-1105.
- 12. Program Manager:** First National Bank of Omaha, 1620 Dodge St., Stop 1105, Omaha, NE 68197-1105.