

Writing a letter could win a gift they'll never outgrow.

Four (4) winners will receive a
\$2,000 contribution
to a NEST 529 College
Savings Plan account



Dear Grandchild
Drawing

Here's your chance! Write that letter to your grandchild, or great niece or nephew, explaining your hopes and dreams for them and why higher education will be important. Share it with us between November 14th and December 16th, 2013 for a chance to be drawn as one of four (4) winners of a \$2,000 scholarship. And you won't have to choose a favorite; you can divide equally among up to five children.



See back for complete rules and eligibility requirements.

The NEST Direct and NEST Advisor Plans are sponsored by the State of Nebraska and administered by the Nebraska State Treasurer. The NEST Direct and NEST Advisor Plans offer a series of investment portfolios within the Nebraska Educational Savings Plan Trust, which offers other investment portfolios not affiliated with the NEST Direct or NEST Advisor Plans. The NEST Direct and NEST Advisor 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 Plans' investment objectives, risks, charges and expenses before investing. The Program Disclosure Statements, at www.NEST529Direct.com or www.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.

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 and NEST Advisor Plans 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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Official Rules

NEST Dear Grandchild Drawing (“Drawing”)

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 United States and the District of Columbia who are a grandparent, great aunt or great uncle (“Entrant”) as of the date of entry. U.S. residents in the states of Florida or New York are not eligible to enter or win a Prize. Void where prohibited or restricted by law. Each Entrant, by participating in the Drawing, agrees to be bound by these Official Rules and the decisions of the First National Bank of Omaha (“Program Manager”). The Drawing is subject to all applicable federal, state, and local laws and regulations.

2. To Enter: The Drawing period begins at 12:00:00 a.m., Central Time (“CT”), on November 15, 2013, and ends at 10:59:59 p.m., CT, on December 16, 2013 (“Drawing Period”).

During the Drawing Period, you can enter by submitting a typed letter to a grandchild, great niece or great nephew, who is 18 years old or younger (“Child”) at the time of entry, 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. No duplicate entries are permitted.

Entries can be submitted by mail or email and must include a cover sheet with the following information: the Entrant’s name, address, phone number, and relationship to the Child. The Child’s name does not need to be included in the letter. Letters and cover sheets submitted via email are to be sent to NEST@fnni.com with the subject line reading “NEST Dear Grandchild Drawing”. Letters 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 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 without writing a letter, hand-print in ink your name, address, city, state, zip code, day and evening phone numbers, relationship to the Child, 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.

Entries must be postmarked between November 15, 2013 and December 16, 2013, and received by December 20, 2013. Limit one (1) entry per Entrant. No photocopies, computer generated FAX, mechanically reproduced, or mass entries permitted. Your submission of an entry constitutes your consent to participate in the Drawing. **The Drawing is not a recommendation to invest in the Plan.**

3. Drawings: Four (4) winners will be selected on or about December 23, 2013, in a random drawing from among all eligible entries received by the Program Manager (each a “Winner”). All drawings will be conducted under the direction of the Program Manager whose decisions are final and binding in all matters relating to the Drawing.

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

5. Prizes: Four (4) Winners will be selected at random and each will receive \$2,000 in the form of a contribution to a NEST account or accounts established by the Program Manager for the benefit of the Winner’s beneficiary (“Beneficiary”) as indicated by the Winner (the “Prize”). A Winner may split the award among up to five (5) Beneficiaries if desired. The Actual Retail Value (“ARV”) of each Prize is \$2,000, with a total ARV for all Prizes of \$8,000. 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 Nebraska Educational Savings Plan Trust (“Trust”) will own the accounts established under the Drawing and disburse the funds only when the Beneficiary provides proof of enrollment at an eligible educational institution. The Prize is nontransferable.

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 Nebraska Investment Council (“Council”) and Nebraska State Treasurer (“Treasurer”). The beneficiary will have no ownership rights, title, interest in, or power or control over the account established in the Drawing. 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 Drawing, 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 Winner, and any taxes resulting from the receipt of the Prize are the responsibility of the Winner. 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 each Winner will be notified on or about December 23, 2013. Each 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 designated Beneficiary. A 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, if the selected Winner or other individual wants to contribute his/her own funds into an account for the Beneficiary, he/she will need to open a different Plan account.

All potential Winners are subject to eligibility verification by the Program Manager, whose decisions are final and binding in all matters related to the Drawing. A Winner may need to sign a form acknowledging the Official Rules. 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 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 fourteen (14) days after mailing to Winner; (iii) the Beneficiary 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 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 Program Manager 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: Entrants agree, except where prohibited by law, to release and discharge, hold harmless and indemnify the Program Manager, Treasurer, Trust, Council, Upromise Investments, Inc., (“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 to the Treasurer, Program Manager 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. 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 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 Program Manager’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 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 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 Program Manager 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 Program Manager and its representatives in accordance with applicable federal and state consumer privacy laws, rules, and regulations.

11. Copy of Official Rules/List of Winners: To request a copy of the Official Rules or a list of Winners’ names (available after, on or about January 30, 2014), 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 and Program Manager: First National Bank of Omaha, 1620 Dodge St., Stop 1105, Omaha, NE 68197-1105.