

Cute Baby! Photo Drawing

Official Rules



Submit a photo of your baby who is between newborn to 18 months old and be entered into a drawing to win one of 12 awards for prizes totaling \$10,050.

Winners will receive contributions to a NEST 529 College Savings Plan account.

See below for complete rules and eligibility requirements.

Cute Baby! Photo 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 US residents who are 18 years of age or older at the time of entry, and are the parent or legal guardian of a child who is 18 months old or younger as of April 22, 2014. Residents of Florida and New York are ineligible to participate. Void where prohibited or restricted by law. Employees of Anderson Partners, Inc., First National Bank of Omaha ("Sponsor"), 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 a Prize. Each entrant, by participating in the Drawing, agrees to be bound by these Official Rules and the Sponsor's decisions. The Drawing is subject to all applicable federal, state, and local laws and regulations.
- 2. To Enter:** Drawing begins at 12:00:00 a.m., Central Time ("CT"), on April 22, 2014 and ends at 11:59:59 p.m., CT, on June 1, 2014. Limit one (1) entry per child during the Drawing. No duplicate entries are permitted. Multiple entries will disqualify all related entries. Submission of an entry constitutes the entrant and child's consent to participate in the Drawing, and consent for the Sponsor to obtain and use the entrant's first and last name, photo of the child, and certain non-identifying information as well as the child's first and last name, for administering this Drawing. The Drawing is not a recommendation to invest in the NEST Direct or NEST Advisor College Savings Plan ("Plan").

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

A. The entrant must complete the following steps to be considered a "Submission":

- Take a photo of the child (natural, adopted or step)
- Go to www.nest529scholarships.com
- Complete all information on the entry form and upload the photo of the child. Boxes must be checked attesting to having read the Official Rules and that the entrant is the parent or guardian of the pictured child.

Your Submission will be reviewed by Sponsor to ensure compliance with the Official Rules. Submissions must be deemed family friendly, in the sole discretion of the Sponsor. You may only contribute photos that you have taken yourself or that you have all rights to transmit and license and which do not violate trademark, copyright, privacy, or any other rights of any other person.

All valid Submissions will be eligible to win Prizes and be displayed on www.nest529scholarships.com. Submissions become the property of the Sponsor.

B. To enter without uploading a photo of your child, hand-print in ink your name, address, city, state, ZIP code, day and evening phone numbers, your child's name (natural, adopted or step) and birth date and the words "Cute Baby! Photo Drawing" on a 3" X 5" card, and mail in a stamped #10 envelope to: First National

Bank of Omaha, Attn: "Cute Baby! Photo Drawing", 1620 Dodge St., Stop 1105, Omaha, NE 68197-1105 (a "Mail-in Entry"). Mail-in Entries must be postmarked between April 22, 2014 and June 1, 2014 and received by June 5, 2014. Mail-In Entries and Submissions shall be collectively referred to as "Eligible Entries." By submitting an Eligible Entry, entrant irrevocably grants Releasees the unconditional and perpetual right and permission to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, exhibit and/or otherwise use or reuse (without limitation as to when or to the number of times used), the Eligible Entry, including, but not limited to, the photo contained therein, as applicable (in each case, as submitted or as edited/modified in any way by the Sponsor, in its sole discretion), as well as to use entrant's name, likeness, photograph, biographical information, voice, and/or statements regarding his/her participation in this Drawing (with or without using the entrant's name) (collectively, "Likeness") in any and all media without limitation as to time or territory, and without additional compensation or approval from the entrant or any other party. Entrant waives intellectual property rights, privacy/publicity rights or other legal or moral rights that might preclude the Releasees use of the Eligible Entry, and agrees not to sue or assert any claim against the Releasees for the use of the Eligible Entry or entrant's Likeness. Entrant agrees to indemnify and hold Releasees harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against any of the Releasees due to or arising out of any entry or Eligible Entry, or the entrant's conduct in creating an Eligible Entry or otherwise in connection with this Drawing, including but not limited to claims for trademark infringement, copyright infringement; violation of an individual's right of publicity or right of privacy; or defamation. Entrant further agrees to release Releasees from any and all claims that any advertising subsequently produced, presented, and/or prepared by or on behalf of Releasees infringes entrant's rights with regard to any element, characters, or ideas contained in any Eligible Entry.

3. Drawing: There will be three (3) individual drawing periods (each a "Drawing Period"). All winners will be drawn at random by the Sponsor from all Eligible Entries received by 11:59:59 p.m. CT on the last day of the specific Drawing Period, except Mail-in Entries may be received by June 5, 2014 and still be eligible for the Grand Prize Drawing (each a "Winner"). Three Winners will be drawn during each Drawing Period. All non-winning Eligible Entries in a particular Drawing Period will be included in subsequent Drawing Periods including the Grand Prize drawing that will take place after the third Drawing Period. All drawings will be conducted under the direction of the Sponsor whose decisions are final and binding in all matters relating to the Drawing.

4. Prizes: Twelve (12) total prizes will be awarded, each consisting of a contribution into a Plan account on behalf of the Beneficiary (each a "Prize"). The total Actual Retail Value ("ARV") for all Prizes is \$10,050. Drawing Periods, the drawing date and Prizes are as follows:

Investments are not FDIC Insured* | No Bank, State or Federal Guarantee | May Lose Value

* Except the Bank Savings Individual Investment Option

5.

Drawing Period	Winner selection date	Number of winners	Prize amount
Round one: April 22, 2014 – May 4, 2014	May 5, 2014	1 1 1	\$50 \$100 \$200
Round two: May 5, 2014 – May 18, 2014	May 19, 2014	1 1 1	\$50 \$100 \$200
Round three: May 19, 2014 – June 1, 2014	June 2, 2014	1 1 1	\$50 \$100 \$200

The Grand Prize drawing will consist of the following:

Grand Prize Period	Winner selection date	Number of winners	Prize Amount
April 22, 2014 – June 1, 2014 (including Mail-in Entries postmarked by June 1, 2014 and received by June 5, 2014)	June 6, 2014	1 1 1	\$1,500 \$2,500 \$5,000

The Winners selected in rounds one to three will each receive their respective Prize as a contribution into their Plan account (“Winner Plan Account”) for the benefit of the child featured in the Submission or named in the Mail-in Entry, who will be the beneficiary on the account (“Beneficiary”). In the event there is not an existing Winner Plan Account for the Beneficiary, the Winner will be required to open a Winner Plan Account.

The Winners of the Grand Prize drawing will each receive their respective Prize as a contribution into a Plan account established and owned by the Trust for the benefit of the Beneficiary (“Trust Plan Account”). The Trust will 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 the Beneficiary’s 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 Trust 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 the Treasurer. Neither the Beneficiary nor the Beneficiary’s parent or guardian will have ownership rights, title, interest in, or power or control over the Trust Plan Account. Access to the Trust Plan Account shall be limited to the Sponsor who will administer the Trust Plan Account for the benefit of the Beneficiary with the permission of the Treasurer. Once the Trust Plan Account is established, no change in Beneficiary is allowed and no transfer of funds is permitted. Any disbursement from the Trust Plan Account must be made before the Beneficiary reaches 30 years of age. The Winners of the Grand Prize drawing are not required to open a Plan account in addition to the Trust Plan Account established on behalf of the Beneficiary; however, the Grand Prize Winners cannot deposit any additional dollars into the Trust Plan Account. Therefore, a separate Plan account would need to be opened in order to contribute additional funds for the Beneficiary. All accounts held in the Plan for the Beneficiary, including the Winner Plan Account and Trust Plan Account established under the Drawing will be aggregated for purposes of the Plan’s Maximum Account Balance Limit. All questions regarding the account should be directed to the Sponsor at the following address: First National Bank of Omaha, 1620 Dodge St., Stop 1105, Omaha, NE 68197-1105.

The Drawing does not take into account a Winner’s personal circumstances or other factors that may be important in making investment decision. Investment returns are not guaranteed and the Winner could lose money by investing in the Plan. The Winner is not required to deposit any additional funds into the account in order to receive the Prize. Winners 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 both the parent or guardian and the Beneficiary).

The Prize may be considered income to the recipient. Any taxes resulting from the receipt of the Prize are the responsibility of the recipient. Consult your tax

advisor regarding the tax consequences of accepting the Prize.

6. Odds: The odds of winning depend upon the total number of Eligible Entries received.

7. Winner Notification: Approximately two (2) days after each drawing, each Winner will be notified by telephone, email or US mail.

All potential winners are subject to eligibility verification by Sponsor. 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 may need to sign a form acknowledging the Official Rules.

The Prize may be awarded to an alternate 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, Sponsor reserves the right to award only the stated number of Prizes among all legitimate, un-awarded, Eligible Entries.

8. 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.

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. Proof of submitting an entry does not constitute proof of delivery. If, in 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, 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(s) 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 will be maintained by Sponsor and its representatives in accordance with applicable federal and state consumer privacy laws, rules, and regulations.

11. List of Winners: For a copy of a list of Winners’ names (available on or about June 26, 2014) send your request, and a separate self-addressed, stamped envelope, to: First National Bank of Omaha, Attn: Cute Baby! Photo 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.

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 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 Statement at NEST529Direct.com, or 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 State Treasurer, Trustee



Program Manager

©2014 First National Bank of Omaha

Investments are not FDIC Insured* | No Bank, State or Federal Guarantee | May Lose Value

* Except the Bank Savings Individual Investment Option