



Young Beneficiary New Account Drawing Official Rules



Open and contribute to a new account for a child who is eight years old or younger between **March 1 and December 31, 2016** to be entered into drawing(s) to win one of two monthly \$529 awards. **Two winners will be drawn each month from all eligible entries!**

No Purchase Necessary to Win. See below for complete rules and eligibility requirements.

Young Beneficiary New Account Drawing Official Rules (“Drawing”)

1. Eligibility: Participation is open only to individual legal residents of the United States and the District of Columbia who have reached the age of majority as of the date of account opening (“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 4). Void where prohibited or restricted by law.

Employees of First National Bank of Omaha (“Sponsor”), the Nebraska State Treasurer (“Treasurer”), the Nebraska Educational Savings Plan Trust (“Trust”), the Nebraska Investment Council (“Council”), Ascensus College Savings Recordkeeping Services, LLC, 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 receive the Prizes. Each Entrant, by participating in this Drawing, agrees to be bound by these Official Rules and the Sponsor’s decisions.

This Drawing is subject to all applicable federal, state, and local laws and regulations.

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

(A) **New Account Entries** – Entrant may open and contribute to a new NEST Advisor College Savings Plan (“Plan”) account (“New Account”) between 12:00:00 a.m., Central Time (“CT”), on March 1, 2016 and 11:59:59 p.m., CT, on December 31, 2016 (“Prize Period”) on behalf of a beneficiary who intends to have qualified higher education expenses at an eligible educational institution (“Beneficiary”). That institution does not need to be located in Nebraska. The Beneficiary on the New Account must be 8 years old or younger as of the New Account opening date.

- The New Account must be “in good order” to qualify (all required information must be provided); and
- A minimal initial contribution of \$250, or \$50 if the initial contribution is via the Automatic Investment Plan (AIP), must be completed before a Drawing Date (as defined in Section 3) in order to be entered into the drawing on any given Drawing Date.

Or

(B) **Mail-in Entries** – Entrant may enter the Drawing without opening a New Account by hand-printing in ink Entrant’s name, address, city, state, zip code, day and evening phone number, the age of the Beneficiary who must be 8 years old or younger as of entry date, and the birthdate of the Beneficiary, the words “Young Beneficiary NEST Advisor Plan New Account Drawing” on a 3”x 5” card, and mail in a stamped #10 envelope to: First National Bank of Omaha, Attn: “Young Beneficiary NEST Advisor Plan New Account Drawing,” 1620 Dodge St., Stop 1105, Omaha, NE 68197-1105. Entries must be postmarked during the Prize Period and received before a Drawing Date in order to be entered into the drawing on any given Drawing Date. Multiple entries will disqualify all related entries. No photocopies, computer generated facsimiles, mechanically reproduced, or mass entries permitted.

A Plan account opened prior to March 1, 2016 (“Existing Account”) is not eligible, but a New Account for a different Beneficiary opened by the same Plan account owner with an Existing Account is eligible.

A Plan account created as a rollover from another state’s 529 plan does qualify as a New Account and eligible contribution. Funds transferred from an Existing Account into the New Account do not qualify as a contribution.

Entrant may only open one (1) New Account per Beneficiary or submit one (1) mail-in entry per Beneficiary. Prizes are not a recommendation to invest in the Plan. Investment returns are not guaranteed and the winner could lose money by investing in the Plan.

3. Winner Selection: On or about the fifth (5th) business day after each month-end during the Prize Period (“Drawing Date”), two (2) winners will be selected from all eligible entries received during the Prize Period.

4. Prizes: Twenty (20) total winners will be selected (two (2) winners for each Drawing Date) in random drawings from all eligible entries received by the Sponsor prior to each Drawing Date. Limit one (1) Prize per Entrant and one (1) Prize per Beneficiary. Each Drawing will be conducted under the direction of the Sponsor whose decisions are final and binding in all matters relating to the Drawing.

(A) **Odds:** The odds of winning depend on the total number of eligible entries received by each Drawing Date during the Prize Period.

(B) **Prizes:** The twenty (20) winners will each receive \$529 in the form of a contribution to the New Account (“Prize”). The Prize will not be paid out in cash, but will be invested in the New Account according to the standing investment allocation for the New Account. In the event a winner does not have a New Account (i.e. entry was via mail-in option), 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 both the winner and the Beneficiary). A Plan account is required to be opened in order to win the Prize, but the winner is not required to deposit any additional funds into the Plan account in order to receive the Prize. The total Actual Retail Value (“ARV”) of each Prize is \$529 and the total ARV of all the Prizes is \$10,580. 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.

(C) **Winner Notification:** Each winner will be notified by telephone or U.S. mail. It is anticipated that the winners will be notified by the tenth (10th) day after the Drawing Date.

The potential winners are subject to eligibility verification by the Sponsor. The winners may need to sign a form acknowledging the Official Rules. An Entrant is not the winner of the Prize unless and until the Entrant’s eligibility has been verified and the Entrant has been notified that verification is complete. The Prize is nontransferable.

A 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) required documentation is not returned in good order within fourteen (14) days after mailing to winner; (iii) the Prize notification letter is returned as undeliverable; or (iv) 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 Sponsor reserves the right to award only the stated number of Prizes by a random drawing among all legitimate, un-awarded, eligible Drawing claims.

The Sponsor, at its sole discretion, reserves the right to disqualify any individual who tampers with the entry process, does not comply with the Official Rules, or if the Sponsor suspects fraud or abuse. The Sponsor also reserves the right to modify or suspend this Drawing at any time, for any reason.

- 5. 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.
- 6. Publicity:** Except where prohibited by law, by entering the Drawing, or by winning, Entrants grant the Sponsor and its designees the right to publicize the Entrant's and Beneficiary'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, marketing, 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.
- 7. 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 award the Prize 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.

- 8. Entrant's Personal Information:** Information collected from Entrants, including information about their Beneficiary, will be maintained by the Sponsor and its representatives in accordance with applicable federal and state consumer privacy laws, rules, and regulations.
- 9. Winners' Names:** For the names of the winners (available on or about February 1, 2017), send your request, and a separate self-addressed, stamped envelope, to: First National Bank of Omaha, Attn: Young Beneficiary NEST Advisor Plan New Account Drawing, 1620 Dodge St., Stop 1105, Omaha, NE 68197-1105.
- 10. Sponsor:** First National Bank of Omaha, 1620 Dodge St., Stop 1105, Omaha, NE 68197-1105.

The NEST Advisor Plan (the "Plan") is sponsored by the State of Nebraska and administered by the Nebraska State Treasurer. The Plan offers a series of investment portfolios within the Nebraska Educational Savings Plan Trust, which offers other investment portfolios not affiliated with the Plan. The 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 NEST529Advisor.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.

Participation in the Plan 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. (Member FINRA, SIPC) – Distributor
First National Capital Markets, Inc. 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



Nebraska State Treasurer, Trustee

 First National Bank Omaha

Program Manager

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