

#EmbraceEnable Photo Drawing

Official Rules



#EmbraceEnable 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 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”). Void where prohibited or restricted by law.

Employees, officers, directors, agents, and representatives of First National Bank of Omaha (“Sponsor”), the Nebraska State Treasurer (“Treasurer”), the Nebraska Investment Council (“Council”), and Ascensus College Savings Recordkeeping Services, LLC (“Ascensus”), and each of their respective parents, related subsidiary and affiliated companies, 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) Photo Entries - The Entrant must complete the following between 12:00:00 a.m., Central Time (“CT”), on June 22, 2016 and 11:59:59 p.m., CT, on July 8, 2016, to be considered as a submission (“Submission”):

- Take a photo showing how or why you embrace Enable.
- Go to [Facebook.com/EnableSavingsPlan](https://www.facebook.com/EnableSavingsPlan) for the link to submit your photo, or directly to [woobox.com/zovict](https://www.woobox.com/zovict).
- Complete all information on the entry form and upload the photo. The image file must be less than 50mb. Box must be checked attesting to having read the Official Rules.

Your Submission will be reviewed by the Sponsor to ensure compliance with the Official Rules. Submissions, including the photo and the caption, 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. Submissions become the property of the Sponsor.

Or

(B) Mail-in Entries – Entrant must hand-print in ink your name, address, city, state, zip code, day and evening phone numbers, and the words “#EmbraceEnable” on a 3” X 5” card, and mail in a stamped #10 envelope to: First National Bank of Omaha, Attn: “#EmbraceEnable”, 1620 Dodge St., Stop 1105, Omaha, NE 68197-1105 (a “Mail-in Entry”). Mail-in Entries must be postmarked between June 22, 2016 and July 8, 2016 and received by July 15, 2016.

Mail-In Entries and Submissions shall be collectively referred to as “Eligible Entries.” Limit one (1) entry per person during the Drawing. No duplicate entries are permitted. Multiple entries will disqualify all related entries. Submission of an entry constitutes the Entrant’s consent to participate in the Drawing, and consent for the Sponsor to obtain and use the Entrant’s first and last name, photo, and certain non-identifying information, for administering this Drawing. The Drawing is not a recommendation to invest in the Enable Savings Plan (“Plan”).

3. Winner Selection: On or about July 18, 2016, five (5) winners will be selected in a random drawing from among all Eligible Entries received by the Sponsor. The drawing will be conducted under the direction of the Sponsor whose decisions are final in all matters relating to the Drawing.

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

5. Prizes: Five (5) total prizes will be awarded, each consisting of a \$100 Visa® prepaid card (each a “Prize”). The total Actual Retail Value (“ARV”) for all Prizes is \$500. Some restrictions on the use of the Visa prepaid card may apply, and winners should carefully review the terms and conditions of use written on or provided with the Visa prepaid card. Prizes will be mailed to each winner within three (3) business days upon verification that the potential winner is a winner and upon the winner providing the Sponsor with his or her mailing address. 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. Winner Notification: On or about July 18, 2016, 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 winner if (i) the winner is not compliant with the Official Rules; (ii) three good faith attempts to contact the winner by phone, email or US mail are unsuccessful (no messages will be left); or (iii) winner does not provide a mailing address to the Sponsor within three (3) business days of being notified they are a verified winner. 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.

7. Release: Each Entrant agrees, except where prohibited by law, to release and discharge, hold harmless and indemnify Sponsor, Treasurer, the Nebraska Achieving a Better Life Experience Program Trust, Council, Ascensus, Facebook, and each of their respective parents, related subsidiary and affiliate companies, officers, directors, agents, and representatives (collectively “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.

Entrants acknowledge that the Drawing is in no way associated with, sponsored by, endorsed, or administered by Facebook. Any information posted on or provided to Facebook in connection with the Drawing is being provided to the Sponsor and not to Facebook; however, any information posted on Facebook by an Entrant may be used by Facebook in accordance with its terms and policies. Entrants should review Facebook’s policies prior to posting, submitting or sharing any information on Facebook. Each Entrant agrees, except where prohibited by law, to release and discharge, hold harmless and indemnify the Sponsor and the Releasees and all other persons associated with the development and execution of the Drawing, from any and all liability, claims, actions, proceedings, damages, expenses, fees, injury or loss sustained in connection with Facebook’s use of any information provided by Entrant in connection with the Drawing.

8. 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.

9. 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.

10. List of Winners: For a copy of a list of Winners' names (available on or about July 30, 2016) send your request, and a separate self-addressed, stamped

envelope, to: First National Bank of Omaha, Attn: #EmbraceEnable Photo Drawing, 1620 Dodge St., Stop 1105, Omaha, NE 68197-1105.

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

The Enable Savings 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 Achieving a Better Life Experience Program Trust. The Plan is intended to operate as a qualified ABLE program to be used only to save for Qualified Disability Expenses, pursuant to the Achieving a Better Life Experience Act of 2014 and Section 529A 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.EnableSavings.com, which contains more information, should be read carefully before investing.

Investors should consider before investing whether their home state offers any state tax or other benefits that are only available for investments in such state's qualified ABLE 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 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 future expenses, or that an account owner is eligible to participate in the Plan.

Except for the Bank Savings and Checking Account Options, investments in the Enable Savings 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 and Checking Account Options up to the maximum amount set by federal law, currently \$250,000.

Investments Are Not FDIC Insured* | No Bank, State or Federal Guarantee | May Lose Value
*Except the Bank Savings and Checking Account Investment Options

The Nebraska Achieving a Better Life Experience Program Trust Issuer
Nebraska State Treasurer Trustee
Nebraska Investment Council Investment Oversight
First National Bank of Omaha Program Manager
First National Capital Markets, Inc. Distributor, Member FINRA, SIPC
First National Capital Markets and First National Bank of Omaha are affiliates



NEBRASKA STATE TREASURER, TRUSTEE

1 First National Bank
Omaha

PROGRAM MANAGER

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