

# Draw Your Dreams Scholarship

## Official Rules



Use your artistic skills to create a 9" X 12" landscape drawing of what you dream of becoming when you grow up. Students in kindergarten through eighth grade are eligible. The Nebraska Art Teachers Association will select 12 winners (from the first 400 entries received) who will receive \$1,000 each.

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

See below for complete rules and eligibility requirements

### Draw Your Dreams Scholarship Contest ("Contest")

- 1. Eligibility:** Participation is open only to individual U.S. residents of the 50 United States and the District of Columbia who are in kindergarten through eighth grade as of the date of entry. Winners of the 2018 Draw Your Dreams Scholarship Contest are not eligible to enter or win. Void where prohibited or restricted by law. Employees of the Nebraska Art Teachers Association, any reviewer of the Contest's Submissions, 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 win a Prize (as defined in Section 5). Each entrant, by participating in the Contest, and each Winner by accepting a Prize, agrees to be bound by these Official Rules and the Sponsor's decisions. The Contest is subject to all applicable federal, state, and local laws and regulations.
- 2. To Enter:** To enter the Contest, you must be one of the first 400 entries received between 12:00:00 a.m., Central Time ("CT"), on April 2, 2019 and 11:59:59 p.m., CT, on May 14, 2019 ("Contest Period"). During the Contest Period you can enter by drawing a picture of what you dream you will be when you grow up. The drawing must be landscape layout, 9" by 12" in size drawn using pencil, crayons, paint or watercolor and can be a paper collage ("Submission"). Your art teacher, parent or other person can assist the entrant in submitting the entry but the entry must be an original creation of the entrant. Submission of an entry constitutes the entrant and the entrant's parent or guardian's consent to participate in the Contest, and consent for the Sponsor to obtain and use the entrant's Submission, first and last name, and certain non-identifying information for administering this Contest. The Contest is not a recommendation to invest in the NEST Direct or NEST Advisor College Savings Plan ("Plan").

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.

There are two ways to enter the Contest:

- 1) You can submit a digital image of your Submission online at [www.planartsnetwork.org](http://www.planartsnetwork.org). Under the Draw Your Dreams Contest on the home page, click on "Click to Enter Contest". Complete all fields indicated by a red asterisk (\*) which includes the child's name, address, school, grade and age, parent or guardian's name and phone number, and an email address ("Entrant Information"). Upload your artwork and when all fields are completed, click "Submit Entry" which acknowledges that you have read and understood these Official Rules.
- 2) To enter without uploading the Submission electronically, mail copies (not originals) of the Submission, along with Entrant Information, to First National Bank, ATTN: Draw Your Dreams Scholarship, 1620 Dodge Street, Stop 1105, Omaha, NE 68197-1105. Mailed entries must be postmarked between April 2, 2019 and May 14, 2019, and received by May 21, 2019.

Limit one (1) entry per child by mail-in or electronic submission. Only one (1) entry allowed per mail-in or electronic submission, no matter if entries are for different children. Multiple entries per child or submissions per entry will disqualify all related entries. If you are selected as a winner, you must be prepared to produce the original Submission in the format outlined in these Official Rules. Failure to do so will disqualify the entrant from receiving the Prize.

The first 400 mail-in entries and electronic submissions shall be collectively referred to as "Eligible Entries." By submitting an Eligible Entry, entrant, and his or her parent or legal

guardian or his or her behalf, 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 Submission 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 Contest (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, and his or her parent or legal guardian on his or her behalf, waives intellectual property rights, privacy/publicity rights or other legal or moral rights that might preclude the Releasees use of the Eligible Entry, including the Submission, and agrees not to sue or assert any claim against the Releasees for the use of the Eligible Entry, including the Submission, or entrant's Likeness. Entrant, and his or her parent or legal guardian on his or her behalf, 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, including the Submission, or the entrant's conduct in creating an Eligible Entry or otherwise in connection with this Contest, 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, and his or her parent or legal guardian on his or her behalf, 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, including the Submission. Entrants and the entrants' parents or guardians represent that the art entry described in these Official Rules is an original work of authorship personally created by the entrant to which the entrant is entitled copyright protection.

- 3. Winner Selection:** On or about July 1, 2019, the Nebraska Art Teachers Association will select twelve (12) total winners from all Eligible Entries received by the Sponsor. The judges will determine the winner based on: Originality in Process, Concept and Subject Matter; Technical Proficiency; and Expression. In the event of a tie, the Submissions for those tied will be reviewed by a minimum of three additional judges using the same criteria. Four (4) winners will be selected from each "grade level category." The three (3) grade level categories are: (1) kindergarten through second grade; (2) third through fifth grade; and (3) sixth through eighth grade. Limit of one (1) Prize per person. The decision of the Sponsor is final and binding in all matters relating to the Contest.
- 4. Odds:** The odds of winning depend on the number of Eligible Entries received for each grade level category, but will be no less than 1 in 400.
- 5. Prizes:** The twelve (12) selected winners will each receive \$1,000 in the form of a contribution into a Plan account established by the Sponsor for the benefit of the winning entrant (the "Prize"). The Trust will own the Plan account and disburse the funds only when the winning entrant provides proof of enrollment at an eligible educational institution.

Any disbursement of funds may only be used for the winner'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 winner 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 Investment Option unless the Sponsor is directed otherwise by the Council and the Treasurer. The

Contest does not take into account a winner's personal circumstances or other factors that may be important in making investment decision. Neither the winner nor the winner'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 winner 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 winner reaches 30 years of age. All Plan accounts held in the Nebraska 529 College Savings Plan for the winner, including the Trust Plan Account established under the Contest, will be aggregated for purposes of the Plan's Maximum Contribution Limit. All questions regarding the Plan account should be directed to the Sponsor at the address listed below in Section 11.

The Actual Retail Value ("ARV") of each Prize is \$1,000, with a total ARV for all potential Prizes of \$12,000. The Prize may be considered income and any and all taxes and fees 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. Prizes are not a recommendation to invest in the Plan. Investment returns are not guaranteed and a Winner could lose money by investing in the Plan. If Sponsor does not receive at least 4 Eligible Entries in a grade level category, not all Prizes for that grade level category will be awarded.

- 6. Winner Notification:** On or about July 19, 2019, each winner and his or her parent or guardian will be notified by telephone, email or U.S. mail. Winners will be required to complete all documentation necessary to open the Plan account (including name, address, Social Security number, date of birth and other identifying information for the winner) and may be required to sign other legal documents relating to the Contest, including but not limited to adherence to these Official Rules, liability releases and/or publicity releases (collectively "Prize Documentation"). A winner is not required to have an existing Plan account or to open another Plan account in addition to the Plan account established by the Sponsor as part of the Prize; however, neither a winner, nor any other party can deposit any additional dollars into the Plan account established by the Sponsor. Therefore, if the selected winner or other individual wants to contribute his/her own funds into a Plan account for the winner, he/she will need to have an existing Plan account or open a different Plan account.

An entrant is not a winner of a Prize, and an entrant is not entitled to the Prize, unless and until the Sponsor has received the Prize Documents completed to the Sponsor's satisfaction, the entrant's eligibility to participate in the Contest and receive a Prize has been verified and the entrant has been notified that verification is complete. The Prize is nontransferable.

The Prize may be awarded to an alternate winner (selected in a random drawing from among all remaining Eligible Entries in the related grade level category) if (i) the winning entrant associated with such winning entry is not compliant with the Official Rules; (ii) the Plan account documentation is not received by the Sponsor in good order within fourteen (14) days after winner notification; (iii) the winning entrant is not eligible to open a Plan account; or (iv) Sponsor is unable to engage in an email or telephone conversation with the potential winner within five (5) business days from the first notification attempt. Although the Sponsor may, in its sole discretion, choose to leave a message or messages on the potential winner's voicemail service or answering machine, such messages are solely to facilitate contact with the five (5) business day period and do not constitute a "conversation" for purposes of these Official Rules. For conversations by email, the winner must send a reply email from the email address provided when entering the Contest to the email from the Sponsor notifying such entrant its entry was selected a winning entry. If Sponsor is unable to engage in a conversation with the alternate potential winner within five (5) business days from the first notification attempt or any the scenarios set forth in (i) through (iii) above are true with respect to the alternate winner, the Prize will not be awarded.

*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](http://NEST529Direct.com), or [NEST529Advisor.com](http://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 state benefits such as financial aid, scholarship funds, and protection from creditors 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 Educational Savings Plan Trust Issuer**

**Nebraska Investment Council** Investment Oversight

**First National Capital Markets, Inc.** Distributor, Member FINRA, SIPC

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 Investment Option

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, the Sponsor reserves the right to award only the stated number of Prizes among all legitimate, un-awarded, eligible Contest claims for each grade level category.

- 7. Release:** Each entrant, and his or her parents on his or her behalf, 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 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 Contest or acceptance, possession, use, misuse or nonuse of the Prize.
- 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 Contest, including, without limitation, errors which may occur in connection with the administration of the Contest, the processing of entries, the announcement of the Prizes 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, failure 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 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, 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 Contest, or to terminate the Contest and award the Prize(s) using all eligible, non-suspect transactions received as of the termination date. As a condition of entering the Contest, entrants, and his or her parents on his or her behalf, agree that: (i) under no circumstances will entrants be permitted to obtain awards for, and entrants, and his or her parents on his or her behalf, 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. 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.
- 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. Each entrant, and his or her parents on his or her behalf, agrees by entering that their name and contact information can be used for future NEST 529 marketing communications. To unsubscribe from such marketing communications email [NEST@fnni.com](mailto:NEST@fnni.com) with the word "REMOVE" in the subject line, or mail the request with the entrant's contact information to the Sponsor at the address listed below in Section 11.
- 10. List of Winners:** For a copy of a list of winners' names (available on or about September 1, 2019) send your request and a separate self-addressed, stamped envelope to the Sponsor at the address listed below in Section 11.
- 11. Sponsor:** First National Bank of Omaha, 1620 Dodge St., Stop 1105, Omaha, NE 68197-1105.



