

# Nebraska NEST Birthday Babies (“Sweepstakes”)

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCE OF WINNING.

- 1. Eligibility:** Participation in the Sweepstakes is open only to Nebraska residents who have reached the age of majority at the time of entry and who are the legal parents or guardians of an eligible Beneficiary (such as eligible participant an “**Entrant**”). Void where prohibited or restricted by law. Each Entrant, by participating in this Sweepstakes, certifies that they have read these Official Rules prior to entering and agrees to be bound by these Official Rules and the decisions of First National Bank of Omaha (“**Program Manager**”). The Sweepstakes is subject to all applicable federal, state, and local laws and regulations.

Employees, officers, directors, and agents of the Program Manager, 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 Prizes.

The Program Manager, 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 Program Manager suspects fraud or abuse. The Program Manager also reserves the right to modify or suspend this Sweepstakes at any time, for any reason.

- 2. To Enter:** The Sweepstakes begins on January 6, 2017 at 12:00:00 AM Central Time (“**CT**”) and ends on December 31, 2017 at 11:59:59 PM CT (the “**Sweepstakes Period**”). During the Sweepstakes Period there will be twelve (12) “**Qualification Periods**”. Each Qualification Period begins at 12:00:00 AM CT on the first calendar day of each month, beginning with the month of January 2017, and ends on 11:59:59 CT PM on the last calendar day of each month, with the last Qualification Period being December 2017. The entry period (“**Entry Period**”) associated with each Qualification Period begins January 1, 2017 and runs to the tenth (10<sup>th</sup>) calendar day of the month following each Qualification Period.

To enter, an Entrant, who is a legal parent or guardian of a Beneficiary (defined below) born during a Qualification Period, must (i) go to [www.NEST529.com/NewbornDrawing](http://www.NEST529.com/NewbornDrawing) and provide his or her first and last name, address, city, state, zip code, contact phone number, the Beneficiary’s name and date of birth, or (ii) mail in a stamped #10 envelope to First National Bank of Omaha, Attn: Nebraska NEST Birthday Babies Sweepstakes, 1620 Dodge St., Stop 1105, Omaha, NE 68197, a 3” x 5” note or card with the Entrant’s first and last name, address, city, state, zip code, contact phone number, email address (if any), the Beneficiary’s name and date of birth and the words “Nebraska NEST Birthday Babies Sweepstakes” legibly hand printed in ink on such note or card. No photocopies, computer generated facsimiles, mechanically produced, or mass entries will be permitted. All online entries must be entered and submitted by the end of the related Entry Period. All mail in entries must be postmarked by the end of the related Entry Period and received prior to the Drawing Date for such Entry Period.

Only children born during 2017 and who are legal residents of the State of Nebraska (a “**Beneficiary**”) are eligible to be entered into each Entry Period’s drawing; provided however, that an eligible Beneficiary that is properly entered into the drawing for a prior Entry Period and who does not win a Prize will be automatically entered into each subsequent Entry Period’s drawing until such Beneficiary wins a Prize or until all Prizes are awarded. Each Beneficiary must intend to have qualified higher education expenses at an eligible educational institution, and meet all other requirements of the NEST College Savings Plan (the “**Plan**”). The eligible educational institution does not need to be located in Nebraska. The Qualification Period for January 2017 begins on January 1, 2017; therefore children who are legal residents of the State of Nebraska born between January 1 and the date this Sweepstakes begins on January 6, 2017 are eligible to enter this Sweepstakes.

There is a limit of one (1) entry per Beneficiary. No duplicate entries are permitted. Multiple entries may in the discretion of the Program Manager disqualify all related entries. Submission of an entry constitutes the Entrant’s consent and his or her consent on behalf of the Beneficiary as their legal parent or guardian to participate in the Sweepstakes.

- 3. Winner Selection:** On or about the 15<sup>th</sup> of each month following the end of each Qualification Period (each a “**Drawing Date**”) one (1) potential winner will be selected by the Program Manager in a random drawing from among all eligible entries received during such Qualification Period’s Entry Period or any preceding Qualification Period’s Entry Period (each a “**Potential Winner**”). The drawing will be conducted under the direction of the Program Manager whose decisions are final and binding in all matters related to the Sweepstakes.
- 4. Winner Notification and Alternate Winners:** The Potential Winner will be notified by telephone, mail or email. It is anticipated that the Program Manager will attempt to notify the Potential Winner within (10) days after the Drawing Date. The Potential Winner is subject to eligibility verification by the Program Manager. A Potential Winner may need to sign a form or provide other documentation (e.g., a birth certificate) acknowledging their eligibility to participate in the Sweepstakes, the Beneficiary’s eligibility to receive a Prize, and compliance with these Official Rules. In addition Potential 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 Beneficiary) unless an account is already established. A Potential Winner is not the winner of the Prize and neither the Potential Winner nor the Beneficiary shall have any right, title or interest in a Prize, unless and until the Entrant’s and Beneficiary’s eligibility has been verified, the Entrant has been notified that verification is complete and a Plan account for the Beneficiary has been established (as set forth below), at which point such Potential Winner will be deemed a winner (a “**Winner**”).

A Prize may be awarded to an alternate Potential Winner (selected in a random drawing from among all remaining eligible entries) if (i) the Potential Winner or Beneficiary is not compliant with the Official Rules; (ii) a Potential Winner does not acknowledge receipt of notice regarding being chosen a Potential Winner or does not demonstrate that a Plan account is already established or does not return eligibility or Plan account documentation necessary to open an account for the Beneficiary in good order within sixty (60) days after such documentation is sent to the Potential Winner; (iii) the Beneficiary is not eligible for a Plan account; (iv) the Prize notifications are returned as undeliverable; or (v) three good faith attempts to contact the Potential Winner live by telephone are unsuccessful (no messages will be left).

- 5. Prize:** Each Winner will receive \$529 in the form of a contribution to a Plan account (“**Prize**”) established by the Program Manager for the benefit of the Beneficiary. Allow 75 days from the date a Potential Winner is deemed a Winner for the Prize to be deposited into the Beneficiary’s account. The Program Manager is responsible only for the delivery of the Prize and is not responsible for Prize utility or otherwise.

The Beneficiary’s parents or legal guardian will own the Plan account established under the Sweepstakes. 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. The Prize will be invested in the Plan account pursuant to the direction of the account owner. Investments are not guaranteed or insured by the State of Nebraska, the Treasurer, the Council or the Program Manager or its authorized agents or their affiliates, and are subject to investment risks, including loss of the principal amount invested. All Plan accounts held in the Nebraska 529 College Savings Plan for the Beneficiary including the Plan account established under the Sweepstakes, will be aggregated for the purpose of the Nebraska 529 College Savings Plan’s Maximum

Contribution Limit. All questions regarding the Plan account should be directed to the Program Manager at the address listed below in Section 12.

The Sweepstakes does not take into account a Winner's or Beneficiary's personal circumstances or other factors that may be important in making investment decisions. Investment returns are not guaranteed and the Winner or Beneficiary could lose money by investing in the Plan. The Prize may be considered income, and any and all taxes and fees resulting from the receipt of a Prize are the responsibility of the Winner and the Beneficiary. Please consult your own tax advisor regarding the tax consequences of accepting the Prize. Prizes are not a recommendation to invest in the Plan. The Prize is nontransferable.

A Plan account is required in order to win the Prize, but the Winner or the Beneficiary is not required to deposit any additional funds into the Plan account in order to be eligible to win the Prize. Depositing additional funds into a Plan account will not increase an Entrant's or Beneficiary's odds of winning a Prize.

The total retail value of all Prizes given is \$6348.00. 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 Prize claims.

6. **Odds:** The odds of winning a Prize depend on the total number of eligible entries received during each Entry Period and the Sweepstakes Period.
7. **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 Sweepstakes, 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 Sweepstakes or acceptance, possession, use, misuse or nonuse of the Prize.
8. **Publicity:** Except where prohibited by law, by entering the Sweepstakes, or by winning or by accepting a Prize, Entrants grant the Program Manager 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.
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 Sweepstakes, including, without limitation, errors which may occur in connection with the administration of the Sweepstakes, the receipt or processing of entries, the announcement of the Prizes or in any Sweepstakes 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 Sweepstakes, 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 Sweepstakes, 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 Sweepstakes, or to terminate the Sweepstakes and award the Prize using all eligible, non-suspect transactions received as of the termination date. As a condition of entering the Sweepstakes, Entrants agree, and agree on behalf of the Beneficiary, that: (i) under no circumstances will Entrants or Beneficiaries be permitted to obtain awards for, and Entrants and Beneficiaries 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 Sweepstakes 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 or Beneficiary be entitled to receive attorneys' fees or other legal costs. Program Manager reserves the right to modify Prize award procedures. This Sweepstakes 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, including information about their Beneficiary, will be maintained by the Program Manager and its representatives in accordance with applicable federal and state consumer privacy laws, rules, and regulations.
11. **Winners' Names:** For the names of the Winners (available on or about March 1, 2018), send your request, and a separate self-addressed, stamped envelope, to: First National Bank of Omaha, Attn: Nebraska NEST Birthday Babies Sweepstakes, 1620 Dodge St., Stop 1105, Omaha, NE 68197-1105.
12. **Program Manager:** First National Bank of Omaha, 1620 Dodge St., Stop 1105, Omaha, NE 68197-1105

*The NEST Direct and NEST Advisor 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 Plan's investment objectives, risks, charges and expenses before investing. The Program Disclosure Statements at NEST 529.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 Educational Savings Plan Trust Issuer

Nebraska Investment Council Investment Oversight

First National Capital Markets 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 Individual Investment Option



Nebraska State Treasurer, Trustee



Program Manager

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