

# NEST on the Farm Fun Photo \$1,000 Drawing



*Planting the seeds for the future*



Share a glimpse of farm life with us! Nebraska residents can submit a fun farm photo of a child 13 years old or younger by May 15, 2020, to be eligible for a drawing to win a NEST College Savings Plan contribution.

**Six winners will be drawn to receive \$1,000 each! No Purchase Necessary to Win!**

**Submit your entry at [NEST529.com/scholarships](http://NEST529.com/scholarships).** See below for complete rules and eligibility requirements.

## NEST on the Farm Fun Photo Drawing Official Rules (“Drawing”)

**1. Eligibility:** Participation is open only to individual, legal residents of the state of Nebraska who have reached the age of majority as of the date of entry (“Entrant”). 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 a Prize.

Each Entrant, by participating in this Drawing, agrees to be bound by these Official Rules and the decisions of the Sponsor. The 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) Entrant may submit a photo, per specifications below, with the entry form at [www.NEST529.com/scholarships](http://www.NEST529.com/scholarships) between 12:00:00 a.m., Central Time (“CT”), on February 20, 2020 and 11:59:59 p.m., CT, on May 15, 2020 (“Entry Period”). The photo and entry form must comply with the following to be considered a “Submission”:

- The Beneficiary, as defined below, must be 13 years of age or younger as of May 15, 2020;
- The Beneficiary must have taken the photo OR be in the photo, which cannot have been taken by a professional photographer;
- The photo must be a farm theme, and include a 15-word or less caption describing the photo in the entry form;
- The photo must be in digital format (taken with a smartphone, tablet, digital camera, etc.), and a file size less than 50mb; and
- The entry form must include the Entrant’s name, address, city, state, ZIP code, phone number, email, the name and age of the Beneficiary as of May 15, 2020, and the photo caption.

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.

Or

(B) An Entrant may enter the Drawing without submitting a photo by hand-printing in ink the following information on a 3” x 5” card: Entrant’s name, address, city, state, ZIP code, phone number, email, the name and age of the Beneficiary who must be 13 years old or younger as of May 15, 2020, and the words “NEST on the Farm Fun Photo.” Mail the card in a stamped #10 envelope to: First National Bank of Omaha, Attn: NEST on the Farm Fun Photo Drawing, 1620 Dodge St., Stop 1105, Omaha, NE 68197-1105. Entries must be postmarked during the Entry Period and received by the 5<sup>th</sup> workday after the Entry Period. No photocopies, computer generated facsimiles, mechanically reproduced, or mass entries permitted.

The Beneficiary named by the Entrant in either form of entry must be 13 years of age or younger as of May 15, 2020, have a Social Security or taxpayer identification number, a residential street address, must intend to have qualified higher education expenses at an eligible educational institution, and meet all other requirements of the Plan (“Beneficiary”). The eligible educational institution does not need to be located in Nebraska.

Limit one (1) entry per Beneficiary. Multiple entries will disqualify all related entries. No photocopies, computer generated facsimiles, mechanically reproduced, or mass entries permitted.

**3. Winner Selection:** On or about June 1, 2020, six (6) winners will be selected in random drawings from eligible entries (each a “Winner,” collectively the “Winners”). Eligible entries will be separated into six (6) separate drawing groups based on Entrant’s congressional district of residence and the Beneficiary’s age as of May 15, 2020 (each a “Drawing Group”, collectively the “Drawing Groups”). Sponsor will draw one (1) Winner out of each of the Drawing Groups for a total of six (6) Winners:

Drawing Group	Entrant’s Congressional District of residence	Beneficiary’s Age as of May 15, 2020
1	Nebraska Congressional District 1	Beneficiary is between 0-5 years of age
2	Nebraska Congressional District 2	Beneficiary is between 0-5 years of age
3	Nebraska Congressional District 3	Beneficiary is between 0-5 years of age
4	Nebraska Congressional District 1	Beneficiary is between 6-13 years of age
5	Nebraska Congressional District 2	Beneficiary is between 6-13 years of age
6	Nebraska Congressional District 3	Beneficiary is between 6-13 years of age

Drawing will be conducted under the direction of the Sponsor whose decisions are final and binding in all matters relating to the Drawing.

**4. Odds:** The odds of winning depend upon the total number of eligible entries received in any given Drawing Group during the Entry Period.

**5. Prizes:** The six (6) selected Winners will each receive \$1,000 in the form of a contribution to a NEST College Savings Plan (“Plan”) account established by the Sponsor for the benefit of the Beneficiary (the “Prize”). The Trust will own the Plan account established under the Drawing and 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 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 Plan account will revert to the Trust. The Plan account will be wholly invested in the FDIC-insured Bank Savings Investment Option unless the Sponsor is directed otherwise by the Council and Treasurer. Neither the Entrant nor the Beneficiary will have any ownership rights, title, interest in, or power or control over the Plan account established in the Drawing. Access to the Plan account shall be limited to the Sponsor who will administer the Plan account for the benefit of the Beneficiary with the permission of the Treasurer. Once the Plan account is established, no change in Beneficiary is allowed and no transfer of Plan account funds is

permitted. All disbursements from the Plan account must be made before the Beneficiary reaches 30 years of age. All Plan accounts held in the Nebraska 529 College Savings Plan for the Beneficiary, including Plan account established under the Drawing, 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 Sponsor at the address listed below in Section 12.

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.

The Actual Retail Value ("ARV") of each Prize is \$1,000, with a total ARV for all Prizes of \$6,000. The Prizes may be considered income, and any and all taxes and fees resulting from the receipt of the Prizes are the responsibility of the Winner. Please consult your tax advisor regarding the tax consequences of accepting the Prize.

- 6. Winner Notification:** Potential winners will be notified by telephone, email or U.S. mail on or about June 15, 2020. 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) and may be required to sign other legal documents relating to the Drawing, including but not limited to adherence to these Official Rules, liability releases and/or publicity releases. 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, a Winner cannot 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 Beneficiary, 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 a Beneficiary is not entitled to the Prize, unless and until the Entrant's and Beneficiary's eligibility 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) if (i) the winning Entrant or Beneficiary associated with such winning entry is not compliant with the Official Rules; (ii) the Plan account documentation is not returned in good order within fourteen (14) days after Winner notification; (iii) the Beneficiary 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 within this timeframe and do not constitute a "conversation" for purposes of these Official Rules. If an alternate winner cannot be confirmed and verified within five (5) business days after notification, the Prize will not be awarded. For conversations by email, the Winner must send a reply email from the email address provided on the entry form. 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 Drawing claims.

- 7. Release:** Each Entrant agrees by entering and each Beneficiary agrees by accepting a Prize, 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.

- 8. Publicity:** Except where prohibited by law, each Entrant by entering the Drawing, and each Beneficiary by accepting a prize, grants 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.
- 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. 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, and by accepting a Prize Beneficiaries agree, 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 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 or Beneficiary be entitled to receive attorneys' fees or other legal costs. 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, 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. Each Entrant 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.
- 11. Winners' Names:** For a list of Winners' names (available on or about July 31, 2020), send your request and a separate self-addressed, stamped envelope to the Sponsor.
- 12. Sponsor:** First National Bank of Omaha, NEST 529 College Savings, 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 Plan's investment objectives, risks, charges and expenses before investing. The Program Disclosure Statements at [NEST529.com](http://NEST529.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 Distributor, Member FINRA, SIPC  
First National Capital Markets 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

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PROGRAM MANAGER