



See below for complete rules and eligibility requirements.

### NEST Read and Win \$529! 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 state of Nebraska who are 12 years of age or younger as of the date of entry (“Entrant”). The Drawing is subject to all applicable federal, state, and local laws and regulations. Void where prohibited or restricted by law.
- 2. To Enter:** Drawing begins at 12:00:00 a.m., Central Time (“CT”), on June 1, 2019 and ends at 11:59:59 p.m., CT, on August 16, 2019 (“Entry Period”). There are two (2) ways to enter the Drawing:

**A.** Entrants may enter the Drawing by having their parent or legal guardian (or with the help of their parent or legal guardian) submit an entry form at [www.NEST529.com/read](http://www.NEST529.com/read) during the Entry Period. To be considered a “Submission” the entry form must include Entrant’s name, address, city, state, ZIP code, phone number, email address, age as of August 16, 2019 and local library.

Or

**B.** Entrants may enter the Drawing by having their parent or legal guardian (or with the help of their parent or legal guardian), hand-print in ink the following information on a 3” x 5” card: Entrant’s name, address, city, state, ZIP code, phone number, email address, age as of August 16, 2019, local library and the words “NEST \$529 Read and Win! Drawing”. Mail in a stamped #10 envelope to: First National Bank of Omaha, Attn: “NEST Read and Win \$529! Drawing”, 1620 Dodge St., Stop 1105, Omaha, NE 68197-1105. Entries must be postmarked during the Entry Period and received by August 23, 2019. No photocopies, computer generated facsimiles, mechanically reproduced, or mass entries permitted.

Limit one (1) entry per person no matter the method of entry. Multiple entries will disqualify all related entries. Submission of an entry constitutes Entrant and Entrant’s parent or guardian’s consent to participate in the Drawing, agreement to be bound by these Official Rules, and consent for Sponsor to obtain and use Entrant’s first and last name, photo, and certain non-identifying information for the purpose of administering this Drawing. The Drawing is not a recommendation to invest in the NEST Direct College Savings Plan or NEST Advisor College Savings Plan (each a “Plan”).

- 3. Winner Selection:** On or about September 6, 2019, fifteen (15) winners will be selected by Sponsor in a random drawing from among all eligible entries (each “Winner,” collectively “Winners”). Eligible entries will be separated into three (3) separate drawing groups based on Entrant’s congressional district of residence (each a “Drawing Group”, collectively the “Drawing Groups”). Sponsor will draw five (5) Winners out of each of the Drawing Groups for a total of fifteen (15) Winners:

Drawing Group	Entrant’s Congressional District of residence
1	Nebraska Congressional District 1
2	Nebraska Congressional District 2
3	Nebraska Congressional District 3

Drawing will be conducted under the direction of 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 fifteen (15) selected Winners will each receive \$529 in the form of a contribution into a Plan account (“Prize”) for the benefit of Winner, who will be the beneficiary on the account (“Beneficiary”). A \$250 Prize will also be awarded each Winner’s library (or that library’s official “Foundation” or “Friends” organization). The Prize will not be paid out in cash to Beneficiary, but will be invested in Beneficiary’s Plan account. If Beneficiary does not already have a Plan account opened in their name, a Plan account will be required to be opened in order to win and receive the Prize, but neither Beneficiary nor his or her parent or legal guardian is required to deposit any additional funds into the Plan account.

Disbursements of funds from a Plan, including the Prize and any investment gains thereon, are intended to be used for tuition and fees associated with qualified higher education expenses at an eligible educational institution. That institution does not need to be located in Nebraska. Withdrawals from a Plan for other uses may incur penalties and fees. Beneficiaries, or their parents and legal guardians, should become familiar with Plan features and uses of funds in Plans and should contact

their tax advisor before directing any withdraws. All questions regarding the Plan account should be directed to Sponsor at the address listed below in Section 12.

Sponsor is responsible only for the delivery of the Prize into an eligible Plan provided Beneficiary has an existing Plan or one is created for Beneficiary as set forth herein and is not responsible for Prize utility, gains or losses on the Prize in the Plan or otherwise. The Drawing does not take into account a Winner's personal circumstances or other factors that may be important in making investment decisions. Investment returns are not guaranteed and Winner 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 Winner. Please consult your tax advisor regarding the tax consequences of accepting the Prize.

The Actual Retail Value ("ARV") of each Prize is \$529, with a total ARV for all Prizes of \$11,685. Limit of one (1) Prize per Entrant.

- 6. Winner Notification:** Each Winner and his or her parent or guardian will be notified by email or telephone conversation on or about September 13, 2019. If the winning Beneficiary does not already have an existing Plan, Beneficiary and his or her parents or legal guardians may be required to complete documentation necessary to open a Plan account (including name, address, Social Security number, date of birth and other identifying information for Beneficiary) (the "Plan Documentation"). Furthermore, the winning Beneficiary and his or her parents or legal guardians 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 (collectively with the Plan Documentation, the "Prize Documentation").

An Entrant is not a Winner of a Prize, and a Beneficiary is not entitled to the Prize, unless and until Entrant's eligibility has been verified, Prize Documentation is completed and returned to the Sponsor to Sponsor's satisfaction and Entrant has been notified that Sponsor has received the Prize Documentation completed in full. 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 entry is not compliant with the Official Rules; (ii) the Prize Documentation, including if necessary the Plan Documentation, is not returned in good order within 14 days after Winner notification; (iii) Winner is not eligible to open a Plan account; or (iv) Sponsor is unable to engage in an email or telephone conversation with Winner within five (5) business days from the first notification attempt. Although 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. For email correspondence to be considered a "conversation", the potential winner must send a reply email to Sponsor's notification email from the email address provided on the entry form. 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 of the scenarios set forth in (i) through (iii) above are true with respect to the alternate winner, the Prize will not be awarded. 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, 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 and his/her parent or guardian 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.

*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, 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 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 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

- 8. Publicity:** Except where prohibited by law, by entering the Drawing, or by winning, Entrants and Entrants' parents or legal guardians grant to Sponsor and its designees the right to publicize each Entrant'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:** Sponsor, the Nebraska Library Commission, the Nebraska State Treasurer, the Nebraska Educational Savings Plan Trust, the Nebraska Investment 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, employees, agents, and representatives (collectively "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, 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. 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 to 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.
- 10. 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 or legal guardians 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 Entrant's contact information to Sponsor at the address listed below in Section 12.
- 11. List of Winners:** For a copy of a list of Winners' names (available on or about November 1, 2019), send your request and a separate, self-addressed, stamped envelope to Sponsor at the address listed below in Section 12.
- 12. Sponsor/Program Manager:** First National Bank of Omaha, 1620 Dodge St., Stop 1105, Omaha, NE, 68197-1105.

