

NEST AIP \$10 Bonus and \$529 Drawing (“Promotion”) Official Rules

1. Eligibility: Participation in the \$10 Bonus (“Bonus”) is open to individual, legal residents of the United States and the District of Columbia who have reached the age of majority at the time of entry who are account owners (“Owners”) of a Nebraska Educational Savings Trust (“NEST”) Direct College Savings Plan or NEST Advisor College Savings Plan (each a “Plan”) account (“Account”) as of April 30, 2020.

Participation in the \$529 Drawing (“Drawing”) is open to individual, legal residents of the United States and the District of Columbia, except as excluded by the next sentence, who have reached the age of majority at the time of entry (“Entrant”). U.S. residents in Florida, New York, Puerto Rico, or the U.S. territories are not eligible to enter or win a Prize (as defined in Section 7).

Employees of First National Bank of Omaha (“Sponsor”), 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, 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 Bonus or Prize.

Each Owner and Entrant (together “Participants”), by participating in this Promotion, agrees to be bound by these Official Rules and the decisions of Sponsor. The Promotion is subject to all applicable federal, state, and local laws and regulations. Void where prohibited or restricted by law.

2. To Enter: The entry period for the Promotion begins on March 10 at 12:00:00 a.m., Central Time (“CT”), and ends on March 31, 2020 at 11:59:59 p.m., CT (“Entry Period”).

A. To receive a Bonus, Owner must do the following:

i. Either:

- a. Complete the entry form at www.NEST529.com/AIP with Owner’s first and last name, address, city, state, ZIP code, email and phone number; or
- b. Hand-printing in ink the following information on a 3” x 5” card: Owner’s first and last name, address, city, state, ZIP code, email, phone number, and the words “NEST 529 AIP Bonus.” Mail the card in a stamped #10 envelope to: First National Bank of Omaha, Attn: NEST 529 AIP Bonus, 1620 Dodge St., Stop 1105, Omaha, NE 68197-1105. Entries must be postmarked during the Entry Period and received by April 10, 2020.

and

- ii. Start a minimum \$25 monthly Automatic Investment Plan (“AIP”) contribution to an Account or increase a current monthly AIP contribution to an Account by a minimum of \$25 during the Entry Period (“Contribution Amount”). The Contribution Amount must be deposited into the Account prior to April 30, 2020. Accounts that start or increase an AIP by a minimum of \$25 prior to March 10, 2020 are not eligible unless an additional increase of \$25 in the AIP is made according to the Official Rules.

B. There are two (2) ways to enter the Drawing:

- i. Entrant is entered in the Drawing when completing the Bonus requirements under Section 2.A. and making four (4) consecutive Contribution Amounts in the Account by August 31, 2020.

or

- ii. To enter the Drawing without participating in the Bonus or making four (4) consecutive Contribution Amounts:
 - a. Entrant may submit an entry form at www.NEST529.com/AIP during the Entry Period. The entry form must include the Entrant’s first and last name, address, city, state, ZIP code, phone number and email. Entry forms will be reviewed by the Sponsor to ensure compliance with the Official Rules; or
 - b. Entrant may enter by hand-printing in ink the following information on a 3” x 5” card: Entrant’s first and last name, address, city, state, ZIP code, phone number and email, and the words “NEST 529 AIP Promotion.” Mail the card in a stamped #10 envelope to: First National Bank of Omaha, Attn: NEST 529 AIP Drawing, 1620 Dodge St., Stop 1105, Omaha, NE 68197-1105. Entries must be postmarked during the Entry Period and received by April 10, 2020.

Limit one (1) entry per (a) Account under Section 2.B.i., or (b) Entrant under Section 2.B.ii. If an Account of Entrant is entered into the Drawing under Section 2.B.i., Entrant may not also enter the Drawing under Section 2.B.ii. Multiple entries will disqualify all related entries. No photocopies, computer generated facsimiles, mechanically reproduced, or mass entries permitted.

The Promotion will be conducted under the direction of the Sponsor whose decisions are final and binding in all matters related to the Promotion.

The Promotion is not recommendations to invest in a Plan. Investment returns are not guaranteed and Accounts could lose money by investing in a Plan. Accounts may be subject to charges and expenses. Account owners should review all Plan documents.

3. Bonus: On or about May 15, 2020, Sponsor will deposit the \$10 Bonus into each Account that complied with the Official Rules. Limit of one (1) Bonus per Account. The Bonus will not be paid out in cash, but will be invested in the Account according to the standing investment allocation for the Account. The Bonus is nontransferable. The total value of all Bonuses awarded will be determined by the number of qualified entries. The Bonus may be considered income to the Owner, and any taxes resulting from the receipt of the Bonus are the responsibility of the Owner. Owner should consult his/her tax advisor regarding the tax consequences of the Bonus.

4. Bonus Winner Notification: On or about May 31, 2020 Owner will be sent a confirmation statement indicating that the Bonus has been applied to the Account.

5. Drawing Winner Selection: On or about September 22, 2020, four (4) entries will be selected by Sponsor in a random drawing from all eligible entries (each a "Winner," collectively the "Winners").

6. Drawing Odds: The odds of winning depend upon the total number of eligible entries received during the Entry Period.

7. Drawing Prizes: The four (4) selected Winners will each receive \$529 in the form of a contribution into an Account ("Prize"). The Prize will not be paid out in cash, but will be invested in an Account according to the standing investment allocation for the Account. A Winner is required to have an Account in order to win and accept the Prize. In the event Winner does not have an existing Account, the Winner will be required to complete all documentation necessary to open an Account (including name, address, Social Security number, date of birth and other identifying information for a beneficiary).

The Actual Retail Value ("ARV") of each Prize is \$529, with a total ARV for all Prizes of \$2,116.

8. Drawing Winner Notification: Entrants will be notified by telephone, mail, or email on or about October 5, 2020. 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 Account is not compliant with the Official Rules; (ii) the Account cannot be verified; (iii) the winning Entrant does not send a reply email from the email address provided on the entry form within forty-eight (48) hours from notification of winning a Prize; or (iv) three good faith attempts to contact the winning Entrant live by telephone are unsuccessful (although Sponsor may, in its sole discretion, choose to leave a message or messages on the potential winning Entrant's voicemail service or answering machine, such messages are solely to facilitate contact and do not constitute a "conversation" for purposes of these Official Rules).

Winners will be required to complete all documentation necessary to verify an Account 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.

The potential Winners are subject to eligibility verification by the Sponsor. An Entrant is not a Winner of a Prize, and is not entitled to the Prize, unless and until verification of the Entrant's eligibility, and the Entrant has been notified that verification is complete. The Prize is nontransferable.

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.

9. Miscellaneous: Disbursements of funds from an Account, including the Bonus or 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 an Account for other uses may incur penalties and fees. Owners and beneficiaries, or their parents and guardians, should become familiar with Account features and uses of funds in Accounts and should contact their tax advisor before directing any withdrawals. All questions regarding the Account should be directed to the Sponsor at the address listed below in Section 15.

The Sponsor is responsible only for the delivery of the Bonus and Prize and is not responsible for Bonus or Prize utility or otherwise. The Promotion does not take into account a Participant's personal circumstances or other factors that may be important in making investment decisions.

The Bonus and Prize may be considered income, and any and all taxes and fees resulting from the receipt of a Bonus or Prize are the responsibility of the recipient. Please consult your tax advisor regarding the tax consequences of accepting the Bonus or Prize.

10. Release: Each Participant 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 Promotion, from any and all tax liability that may be imposed or associated with receipt or use of the Bonus or 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 Promotion or acceptance, possession, use, misuse or nonuse of the Bonus or Prize.

11. Publicity: Except where prohibited by law, each Participant by entering the Promotion, and each beneficiary, or their parents or legal guardians on their behalf, by accepting a Bonus or Prize, grants the Sponsor and its designees the right to publicize Participant'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.

12. Limitations of Liability: Releasees are not responsible for technical, computer, mechanical, printing, typographical, human or other errors relating to, or in connection with the Promotion, including, without limitation, errors which may occur in connection with the administration of the Promotion, the processing of entries, the announcement of the Bonus or Prizes or in any Promotion 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, fraud, or abuse with any portion of the Promotion, 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 Promotion, the Sponsor, at its sole discretion, reserves the right to disqualify any individual who tampers with the Account opening, AIP or entry process or does not comply with the Official Rules, and/or void any entries submitted fraudulently, to modify or suspend the Promotion, or to terminate the Promotion and award the Bonuses and Prizes using all eligible, non-suspect entries received as of the termination date. As a condition of entering the Promotion, Participants agree, and by accepting a Bonus or Prize, agree, that: (i) under no circumstances will Participants be permitted to obtain awards for, and Participants, 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 Promotion or the Bonus or 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 Participant or beneficiary be entitled to receive attorneys' fees or other legal costs. Sponsor reserves the right to modify Bonus and Prize award procedures. The Sponsor reserves the right to modify or suspend this Promotion at any time for any reason. This Promotion 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.

13. Participants' Personal Information: Information collected from Participants, 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 Participant 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 with the word "REMOVE" in the subject line, or mail the request with Participant's contact information to First National Bank of Omaha, Attn: NEST 529 College Savings, 1620 Dodge St., Stop 1105, Omaha, NE 68197-1105.

14. Winners' Names: For a list of the Winners' names (available on or about October 31, 2020), send your request and a separate self-addressed, stamped envelope by November 14, 2020, to: First National Bank of Omaha, Attn: NEST 529 AIP Drawing Winners, 1620 Dodge St., Stop 1105, Omaha, NE 68197-1105.

15. Sponsor: First National Bank of Omaha, 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 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 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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 **First National Bank of Omaha**
PROGRAM MANAGER