

Official Rules

529 DAY GIVEAWAY (“Sweepstakes”)

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCE OF WINNING. WINNERS MUST OPEN A NEST 529 ACCOUNT AT NO COST TO THE WINNER IN ORDER TO RECEIVE PRIZE.

1. Eligibility: Participation is open only to individual, legal residents of the State of Nebraska who are at least 19 years old as of the date of entry and who are parents, grandparents or legal guardians of the Beneficiary selected to receive the Prize (an “Entrant”). Void where prohibited or restricted by law. The Sweepstakes is sponsored by the NEST 529 College Savings Plan (“Sponsor”). Employees, staff, officers, directors, agents and representatives of the Sponsor, Union Bank & Trust Company, the Nebraska State Treasurer’s Office, the Nebraska Educational Savings Plan Trust, the Nebraska Investment Council or any subsidiary, affiliated company, advertising and promotion agencies, website providers of any of them or other parties involved in any aspect with the creation, production, operation execution and fulfillment of the Sweepstakes (collectively “Releasees”), and each of their respective immediate family members (spouse, parents, children and siblings, and their respective spouses, regardless of where they live) and individuals living in the same households of the above, whether or not related, are not eligible to enter or win. Each Entrant, by participating in the Sweepstakes, and each Beneficiary, by accepting a Prize, agrees to be bound by these Official Rules and Sponsor’s decisions. The Sweepstakes is subject to all applicable federal, state and local laws and regulations.

2. To Enter: The entry period for the Sweepstakes will be on May 29, 2021, beginning once the NEST 529 table is open at the start of the Lincoln Saltdogs baseball game at Lincoln Haymarket Park (the “NEST Table”) (which is expected to open on or around the time the ballpark’s gates open) and ending at the end of the 5th inning of such baseball game (“Sweepstakes Period”). During the Sweepstakes Period, an Entrant may enter the Sweepstakes by visiting the NEST Table and completing all the required fields on the Sweepstakes entry form (an “Entry”) and submitting the Entry to the representatives of the Sweepstakes at the NEST Table to be entered into the drawing. There is a limit of one Entry per Entrant per Beneficiary. Multiple Entries may disqualify all related Entries. Entries that are incomplete, ineligible or non-compliant with the Official Rules, in Sponsor’s sole discretion, may be void. All Entries must be received by representatives of the Sweepstakes during the Sweepstakes Period. Responsibility for filling out and receipt of Entry by Sweepstakes representatives rests solely with the Entrant. Proof of submission will not be deemed proof of receipt by Sweepstakes representatives. Sponsor is not responsible for incorrect, inaccurate, incomplete or illegible Entries or Entries that are damaged, lost or stolen. All submitted Entries become property of the Sponsor. Submission of an Entry and Beneficiary’s acceptance of a Prize constitutes Entrant’s and Beneficiary’s (or his or her parent’s or legal guardian’s) consent to participate in the Sweepstakes, acceptance of and consent to the Official Rules, and consent for the Sponsor to obtain and use Beneficiary’s name, photo and certain other information in running the Sweepstakes and as otherwise set forth herein. Entries that are selected to win a Prize will be reviewed by the Sponsor to ensure compliance with the Official Rules. The Sweepstakes is not a recommendation to invest in a Plan Account.

3. Selection and Notification of Winners: After the expiration of the Sweepstakes Period, but prior to the end of the 7th inning of the Lincoln Saltdogs baseball game, two Entries will be selected by random drawing from among all eligible Entries received by the Sponsor. The Beneficiary listed on each of the selected Entries will be announced during the 7th inning of the Lincoln Saltdogs baseball game. A Beneficiary listed on the selected Entry need not be present to win. If a selected Beneficiary (or his or her parent or legal guardian) does not contact the Sponsor at the NEST Table by the end of the game, the Sponsor will make 3 attempts to make contact with the potential winner Beneficiary (or his or her parent or legal guardian) over the next 7 days by email or phone (at Sponsor’s discretion) at the email address or phone number provided by such Entrant for such Beneficiary on the selected Entry. Sponsor is not responsible for Entrant providing incorrect contact information for a Beneficiary or their parent or legal guardian. At Sponsor’s discretion, voicemail may be left for the Beneficiary (or his or her parent or legal guardian). For the avoidance of doubt, leaving a voicemail or sending an email (from the Sponsor, a potential winner Beneficiary or his or her parent or legal guardian) shall not be deemed “contact.” Contact with a potential winner Beneficiary will only occur once representatives from the Sponsor and the potential winner Beneficiary (or his or her parent or legal guardian) have

spoken in person or by phone. If (i) Sponsor is unable to make contact with a potential winner Beneficiary (or his or her parent or legal guardian) within 7 days of the potential winner Beneficiary being selected; (ii) the selected potential winner Beneficiary is not in compliance with the Official Rules or is ineligible to receive a Prize (by law or otherwise); or (iii) a contacted potential winner Beneficiary (or his or her parent or legal guardian) (A) does not open a new NEST 529 College Savings Plan account (“Plan Account”) to accept the Prize within 30 days of being contacted or (B) does not return all the Prize Documentation (to Sponsor’s satisfaction) to the Sponsor within 30 days of being contacted (or 14 days after being provided the Prize Documentation, whichever is later), Sponsor may select a new potential winner Beneficiary at random from all eligible Entries. Each selected potential winner Beneficiary can only receive 1 Prize. If an Entry which is selected lists a Beneficiary who has already been selected as a potential winner (regardless of whether such Prize is awarded), such Entry shall be void and a new Entry will be selected at random from all eligible Entries. A potential winner Beneficiary is not deemed a “Winner” nor entitled to a Prize until the Sponsor has verified (in its sole discretion) that the potential winner Beneficiary is eligible under the Official Rules to receive a Prize, Beneficiary (or his or her parent or legal guardian) has been contacted, has opened a Plan Account to receive the Prize, has fully completed and returned to Sponsor all materials required for the awarding of such Prize as set forth herein (including any Prize Documentation), and Sponsor has notified such potential winner Beneficiary (or his or her parent or legal guardian) that all materials have been received and such verification is complete. Sponsor’s decisions are final in all matters relating to the Sweepstakes including but not limited to the drawing, eligibility and awarding of Prizes.

4. Odds: The odds of winning depend upon the total number of eligible Entries received.

5. Prizes: Each Winner will receive by December 31, 2021 a \$529.00 deposit into their Plan Account (each a “Prize”). There will be a maximum of 2 Prizes awarded. In the event that production, technical, seeding, programming or any other reasons cause more than two potential winners to be selected or Prizes awarded, the Sponsor, in its sole discretion, reserves the right to only award a Prize to two of the potential winners selected in its discretion or at random. The total value for all Prizes awarded is \$1,058.00. No interest will be paid for the time between the date of the drawing and the receipt of the Prize. Prizes are non-transferable, are subject to the rules and regulations applicable to Plan Accounts and cannot be exchanged or substituted for another Prize. The Prizes may be considered income to the Beneficiary or his or her parent or legal guardian, and any taxes resulting from the receipt of the Prizes are the responsibility of such party. Please consult your tax advisor regarding the tax consequences of accepting a Prize. Winner is responsible for any ancillary costs associated with accepting the Prize, including any postage or delivery fees associated with the delivery of Prize Documentation or any other costs and expenses not expressly stated herein as being provided in conjunction with the delivery of the Prize. Winner must comply with the Official Rules and provide all documentation prior to receiving a Prize. Failure to comply with the Official Rules or provide any information set forth herein may lead to the forfeit of the Prize.

6. Prize Restrictions. In order for a Beneficiary to be eligible to receive a Prize, the Beneficiary’s parent or legal guardian must (i) sign and return a NEST 529 College Savings Plan Enrollment Form or complete an online Enrollment Form available on NEST529.com (the “Enrollment Form”), the Release set forth in paragraph 8 below and, at Sponsor’s discretion, a form acknowledging eligibility and conformance with the Official Rules and eligibility to receive a Prize (“Eligibility Form”), and (ii) open a Plan Account for the benefit of the Beneficiary all within 30 days of being contacted and notified a Beneficiary is a potential winner. Beneficiary (and his or her parent or legal guardian) is bound by all rules and obligations relating to ownership of the Plan Account. 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. All accounts held in the Plan for the Winner, including any account established under the Sweepstakes, will be aggregated for purposes of the Plan’s maximum contribution limit. All questions regarding

the Plan and the Winner's Plan Account should be directed to the Sponsor. Sponsor is not responsible for delays or cancellations of the Saltdogs game due to weather or other events. If such game is moved or cancelled, Sponsor may reschedule the Sweepstakes and the related Sweepstakes Period at its sole discretion.

7. Release: Each Entrant and Beneficiary, or their parent or legal guardian on their 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 Sweepstakes, from any and all tax liability that may be imposed or associated with receipt or use of the Prizes, 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 a Prize.

8. Publicity: Except where prohibited by law, by entering the Sweepstakes and by accepting a Prize, Entrants and Beneficiaries, or their parents or legal guardians on their behalf, grant to Sponsor and its respective designees the right to publicize the Entrant's and Beneficiary's name, photograph, image, likeness, voice, statements, submission and certain biographical information in all manner and media, worldwide and in perpetuity, for advertising, 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 credit or compensation, and without opportunity for review. Parents or legal guardians may be required to sign a release confirming Sponsor's use of such information as set forth herein (the "Release" and together with the Eligibility Form and Enrollment Form, the "Prize Documentation").

9. Limitations of Liability: By entering the Sweepstakes and by accepting a Prize, Entrants and Beneficiaries, and their parents and legal guardians, hereby agree that 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 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, 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 tampering with any portion of the Sweepstakes, Sponsor, at its sole discretion, reserves the right to disqualify any individual who tampers with the Sweepstakes and/or void any entries submitted fraudulently, to modify or suspend the Sweepstakes, or to terminate the Sweepstakes and conduct a random drawing to award the Prizes using all eligible, non-suspect entries received as of the termination date. As a condition of entering the Sweepstakes, Entrants agree that: (1) any and all disputes, claims and causes of action arising out of or in connection with the Sweepstakes, or any prizes awarded, shall be resolved individually, without resorting to any form of class action; (2) except where prohibited by law, any and all disputes, claims and causes of action arising out of or connected with the Sweepstakes shall be resolved exclusively by arbitration pursuant to the rules of the American

Arbitration Association then effective; (3) to the extent disputes are not resolved by arbitration under subparagraph (2), any judicial proceeding shall take place in a federal or state court within the State of Nebraska; (4) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys' fees; and (5) under no circumstances will Entrant or Beneficiary be permitted to obtain awards for, and each Entrant and Beneficiary hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses (i.e., reasonable costs associated with entering the Sweepstakes), and each Entrant and Beneficiary further waives any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of the Official Rules, or the rights and obligations of Entrants, Beneficiaries and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with the laws of the State of Nebraska without giving effect to any choice of law or conflict of law, rules or provisions (whether of the State of Nebraska or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of Nebraska. The invalidity or unenforceability of any provision of the Official Rules shall not affect the validity or enforceability of any other provision so long as the general intent of the Official Rules remains in effect. In the event any such provision is determined to be invalid or otherwise unenforceable, the Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision were not contained therein. Sponsors reserve the right to modify Prize award procedures.

10. Entrant's Personal Information: Information collected from Entrants will be maintained by Sponsor and its respective representatives in accordance with Sponsor's privacy policy (which can be found at NEST529.com) and all applicable federal and state consumer privacy laws, rules and regulations. Information Entrants or Beneficiaries (or their parents or legal guardians) provided to Sponsor will be used to communicate with Entrants and Beneficiaries regarding the Sweepstakes and otherwise as set forth in these Official Rules, as well as to contact Entrants at a later date with respect to products or services Sponsor believes may be of interest to them. Entrants will be given the opportunity to opt out of receiving additional communications. By submitting an Entry, all Entrants acknowledge and agree that the personal information they have provided will be maintained and used by the Sponsor in accordance with the Sponsor's privacy policy.

11. Copy of the Official Rules/List of Winners: For a copy of the Official Rules or a list of Winners' names (available after, on or about December 31, 2021, send your request, and a separate self-addressed, stamped envelope to: NEST 529 College Savings Plan, P.O. Box 83529, Lincoln, NE, 68501.

12. Changes to Sweepstakes: Sponsor reserves the right to cancel or alter the Sweepstakes at any time (including providing a Prize of equal or greater value) and substitute another promotion in its place.

13. Sponsor's Address: NEST 529 College Savings Plan, P.O. Box 83529, Lincoln, NE, 68501. Any questions, comments or complaints regarding the Sweepstakes should be directed to the Sponsor at the above address.

The NEST Direct College Savings Plan (the "Plan") is sponsored by the State of Nebraska and administered by the Nebraska State Treasurer. The Plan offers a series of investment portfolios within the Nebraska Educational Savings Plan Trust, which offers other investment portfolios not affiliated with the Plan. The Plan is intended to operate as a qualified tuition program 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 Statement, available at NEST529.com, contains more information and 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 or 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 Plan 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 State Treasurer Trustee
Nebraska Investment Council Investment Oversight
Union Bank & Trust Program Manager

Investments Are Not FDIC Insured* | No Bank, State or Federal Guarantee | May Lose Value

*Except the Bank Savings Investment Option

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