

Official Rules

**“NEST MINI MILESTONES SWEEPSTAKES” (“Sweepstakes”)**

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCE OF WINNING. WINNER MUST BE ELIGIBLE TO AND MUST HAVE OR WILL BE REQUIRED TO SET UP A NEST DIRECT COLLEGE SAVINGS PLAN OR NEST ADVISOR COLLEGE SAVINGS PLAN ACCOUNT AT NO COST TO THE WINNER IN ORDER TO RECEIVE THE PRIZE.**

**1. Eligibility:** Participation is open only to individual persons, 19 years of age or older as of the date of entry, who are legal residents of the state of Nebraska (an “Entrant”). Void where prohibited or restricted by law. The Sweepstakes is sponsored by the NEST Direct College Savings Plan and NEST Advisor College Savings Plan (“Sponsor”). Employees, staff, officers, directors, agents, and representatives of the Sponsor, the Nebraska Educational Savings Plan Trust, the Nebraska State Treasurer, the Nebraska Investment Council, Union Bank and Trust Company (“Program Manager”), or any parent, 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 and Program Manager’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 begin at 12:00:00 a.m., Central Time (“CT”), on August 1, 2022, and will end at 11:59:59 p.m., CT, on September 1, 2022 (“Sweepstakes Period”). During the Sweepstakes Period, an Entrant may enter the Sweepstakes in one of three ways (each method, completed correctly, an “Entry”): (1) Any eligible Entrant submits information via a webform found at NEST529.com/MiniMilestones or NEST529advisor.com/MiniMilestones including designating a beneficiary (the “Beneficiary”) of a Prize if won (such Beneficiary may be the Entrant or a child under the age of 19); (2) an Entrant may enter the Sweepstakes by completing a written entry form at the NEST 529 table during the Lincoln Saltdogs baseball game at Lincoln Haymarket Park on Friday, August 19 or Sunday, August 28, 2022; or (3) an Entrant may enter the Sweepstakes by hand-printing in ink the following information on a 3” x 5” card: the Entrant’s name, Beneficiary’s name, Beneficiary’s city and zip code, Beneficiary’s phone number and email address (if available), what milestone your Beneficiary is celebrating, which eligible photographer(s) the entry is eligible for in your order of preference (first through fifth), and the words “NEST Mini Milestones Sweepstakes.” Mail the card in a stamped #10 envelope to: NEST 529 College Savings Plan, P.O. Box 83529, Lincoln, NE 68501. Limit one Entry per intended Beneficiary per Entrant regardless of entry method. Multiple Entries may disqualify all related Entries. Entries that are incomplete, ineligible, or non-compliant with these Official Rules, in Program Manager’s sole discretion, may be void. All Entries must be received by the Program Manager during the Sweepstakes Period (or in the case of a mailed-in Entry, post-marked during the Sweepstakes Period and received by September 6, 2022). Responsibility for filling out and receipt of Entry by the Program Manager rests solely with the Entrant. Proof of submission will not be deemed proof of receipt. Sponsor is not responsible for incorrect, inaccurate, incomplete, or illegible entries or entries that

are damaged, lost or stolen. All submitted Entries and photos from the winning mini sessions 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 these Official Rules, and consent for the Sponsor and Program Manager to obtain and use Beneficiary’s name, photo, submission and certain other information in administrating the Sweepstakes and as otherwise set forth herein. Entries that are selected to win a Prize will be reviewed by the Program Manager to ensure compliance with these Official Rules. The Sweepstakes is not a recommendation to invest in an account in the NEST Direct College Savings Plan or the NEST Advisor College Savings Plan (the “Plans” and when referring to a Plan account, “Plan Account”).

**3. Selection and Notification of Winner:** Up to 5 potential winners will be selected by random drawing from all eligible Entries received during the Sweepstakes Period. Winners will be drawn one at a time at random from available entries. The first drawn winner will be matched to the top preferred photographer identified on the entry form, and that photographer will be removed from consideration from the remaining winners. Each subsequent drawn winner will be matched to the top available preferred photographer identified on the entry form and photographers will be removed from consideration in the same fashion. If the entry form for a drawn winner cannot be matched to an available photographer, that drawn winner will be skipped and another winner will be drawn. Drawings will continue until all photographers have been assigned to a winner. If, after drawing all entries, all photographers have not been assigned to a winner, all skipped entries will be returned to the drawing pool and drawings will resume, with the drawn winner being assigned to the top preferred photographer. It is the Sponsor’s intent to endeavor to award all five Prizes. However, no photographer will be assigned more than two winners. Each Beneficiary can only win one Prize. If a Beneficiary who has already been selected to win a Prize is selected again, such selection will be deemed void, and another Entry will be selected.

Over a period of seven (7) days after each potential winner Beneficiary is selected, the Program Manager will make three (3) attempts to contact the potential winner Beneficiary (or his or her parent or legal guardian) by email or phone (at Program Manager’s discretion) at the email address or phone number provided by such Entrant on the selected Entry. Neither the Sponsor nor the Program Manager is responsible for Entrant providing incorrect contact information for a Beneficiary or the Beneficiary’s parent or legal guardian. At Program Manager’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 Program Manager to the 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 a Program Manager representative and the potential winner Beneficiary (or his or her parent or legal guardian) have spoken in

person or by telephone. If (i) Program Manager is unable to make contact with a potential winner Beneficiary (or his or her parent or legal guardian) within seven (7) days of the potential winner Beneficiary being selected; (ii) the selected potential winner Beneficiary 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 already have a Plan Account and does not open a Plan Account to accept such Prize within thirty (30) days of being contacted or (B) does not return all the Prize Documentation (to Program Manager's satisfaction) to the Program Manager within thirty (30) days of being contacted (or fourteen (14) days after being provided the Prize Documentation, whichever is later), Program Manager may select a new potential winner Beneficiary from all eligible Entries to award the Prize to. A potential winner Beneficiary is not deemed a "Winner" nor entitled to a Prize until the Program Manager has verified (in its sole discretion) that the potential winner Beneficiary is eligible under these Official Rules to receive a Prize, potential winner Beneficiary (or his or her parent or legal guardian) have been contacted and have fully completed and returned to Program Manager all materials required for the awarding of such Prize as set forth herein (including any Prize Documentation), and Program Manager 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 (a "Winner"). Sponsor's decisions are final in all matters relating to the Sweepstakes including but not limited to selection of potential winners, any drawings, eligibility and awarding of a Prize.

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

**5. Prizes:** Each Winner will receive (a) the opportunity for one free 30-minute photography session with one of the following Nebraska photographers at one location with one outfit (transportation to and from the session is not included in the Prize), valued at \$400.00, and (b) a \$100.00 deposit into their Beneficiary's Plan Account (collectively the "Prize"):

**a. The Mullers, Omaha**

A husband and wife photo team who are passionate about capturing authentic family and wedding moments in an imaginative way.

**b. KC Creations, Burwell**

This mother-daughter duo strives to create both memorable experiences and amazing images for the people they photograph.

**c. Jenny Rawson, Lincoln**

The Lincoln-based photographer brings a positive, relaxed approach to every photo shoot she takes part in — bringing authenticity to your portraits.

**d. SunnyFreckles, Scottsbluff**

Located in the Panhandle of Nebraska, Jessica Mikoloyck has over a decade of experience creating long-lasting memories for families.

**e. Laura Elizabeth Photography, Lincoln & Grand Island**

Laura is all about capturing genuine smiles and special moments (and having some fun along the way).

The Sponsor makes no guarantees that a Winner will be able to satisfactorily arrange a photography session with the identified photographer or on any specific date and/or time. There will be a maximum of five (5) Prizes awarded. In the event that production, technical, seeding, programming or any other reasons cause more than 5 potential winners to be selected, the Sponsor, in its sole discretion, reserves the right to only award 5 Prizes to the potential winners selected in its discretion using all eligible entries received as of the termination date.

The total value for all Prizes to be awarded is approximately \$2,500.00. No interest will be paid for the time between the date Winners are selected and the Winners' receipt of the Prize. The Prize is non-transferable, are subject to the rules and regulations applicable to Plan Accounts and cannot be exchanged or substituted for other Prizes. The Prize 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 the Prize. The Winners are 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. The Winners must comply with the Official Rules and provide all documentation and Prize Documentation prior to receiving the Prize. Failure to comply with the Official Rules or provide any information or documentation set forth herein may lead to the forfeit of the Prize. None of the identified photographers are Sponsors of, or otherwise participating in, or supporting this Sweepstakes.

**6. Prize Restrictions.** In order for a Beneficiary to be eligible to receive the Deposit into the Account Prize, the Beneficiary or the Beneficiary's parent or legal guardian must (i) already have a Plan Account for the benefit of the potential winner; or (ii) within 30 days of being notified they have been selected as potential winner (or within 14 days after being provided the Prize Documentation, whichever is later), open a new Plan Account for the benefit of the potential winner by signing and returning a NEST Direct College Savings Plan Enrollment Form to the Program Manager; working with a financial advisor, signing and returning a NEST Advisor College Savings Plan Enrollment Form to the Program Manager; or completing an online Enrollment Form available on NEST529.com, (the "Enrollment Form"). The Beneficiary's parent or legal guardian, as applicable, will be the owner of the Plan Account ("Account Owner"). The Program Manager will disburse the Prize funds only when the Account Owner provides the Program Manager with Plan Account information, and such information has been verified by the Program Manager. The Account Owner will be bound by all rules and obligations relating to ownership of the Plan Account. The Account Owner will have ownership rights, title, interest, and control over the Plan Account established for the Winner. Access to the account shall be limited to the Account Owner who will administer the Plan Account for the benefit of the Winner. All Plan Accounts held in the Plan for the Winner, including any account established under the Sweepstakes, will be aggregated for purposes of the Trust's maximum contribution limit. All questions regarding the Plan and the Winners' Plan Account should be directed to the Program Manager at the address listed below. Entrants and Beneficiaries (or his or her parent or legal guardian) may be required to sign a Release as set forth in paragraph 8 below, and, at Sponsor's discretion, a form acknowledging eligibility and conformance with the Sweepstake's Official Rules and eligibility

to receive the Prize (“Eligibility Form”) all within 30 days of being contacted and notified a Beneficiary is a potential winner (or 14 days after being provided the Prize Documentation, whichever is later). Allow up to four weeks following the date the Program Manager has confirmed a potential winner is a Winner for delivery of the Prize.

**7. Release:** Each Entrant and Beneficiary, or the Beneficiary’s parent or legal guardian on his or her behalf, and each Entrant’s and Beneficiary’s heirs and assigns, 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, Entrants and, by accepting the Prize, Beneficiary, or his or her parent or legal guardian on their behalf, grant to Sponsor and its respective designees the right to use and publicize the Entrant’s and Beneficiary’s names, 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. Parent or legal guardians may be required to sign a release confirming Sponsor’s use of such information and materials as set forth herein (the “Release” and together with the Eligibility Form and Enrollment Form (if applicable), the “Prize Documentation”).

**9. Limitations of Liability:** By entering the Sweepstakes, Entrants, and, by accepting the Prize, the Beneficiary and his or her parent or legal guardian, 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 Prize 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, in 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 Prize using all eligible, non-suspect Entries received as of the termination date. As a condition of entering the Sweepstakes, Entrants agree, and by being eligible to accept the Prize, Beneficiaries agree that (1) any and all disputes, claims, and causes of action arising out of or in connection with this 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 this 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) above, 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 this 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 this 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 these Official Rules, or the rights and obligations of Entrants, Beneficiaries, Beneficiaries’ parents or legal guardians, 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 these Official Rules shall not affect the validity or enforceability of any other provision so long as the general intent of these Official Rules remains in effect. If any such provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision were not contained therein. Sponsor reserves the right to modify Prize award procedures.

**10. Entrant’s Personal Information:** Information collected from Entrants will be maintained by the Program Manager and its respective representatives in accordance with Program Manager’s privacy policy (which can be found at NEST529.com or NEST529advisor.com) and all applicable federal and state consumer privacy laws, rules, and regulations. Information regarding Entrants or Beneficiaries (or their parents or legal guardians) provided to Program Manager will be used to communicate with Entrants and Beneficiaries regarding the Sweepstakes and otherwise as set forth in these Official Rules. 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 that they have provided will be maintained and used by Program Manager in accordance with the Program Manager’s privacy policy.

**11. Copy of the Official Rules/List of Winners:** For a copy of the Official Rules or the Winner’s name (available on or about September 30, 2022), 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 Prizes of equal or greater value) and substitute another promotion in its place.

**13. Sponsor:** NEST Direct College Savings Plan and NEST Advisor 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 this address.

**14. Program Manager:** Union Bank and Trust Company, 3560 South 48<sup>th</sup> Street, Lincoln, NE 68506.

*The NEST Direct College Savings Plan and NEST Advisor College Savings Plan (the “Plans”) are sponsored by the State of Nebraska, administered by the Nebraska State Treasurer and the Nebraska Investment Council provides investment oversight. 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 Statements at [NEST529.com](http://NEST529.com) and [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 State Treasurer** Trustee  
**Nebraska Investment Council** Investment Oversight  
**Union Bank and Trust Company** Program Manager  
**Northern Trust Securities, Inc.** Advisor Plan Distributor

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

\*Except the Bank Savings Investment Option