

Reverse Pitch ("Event") Official Rules

NO PURCHASE, APPLICATION OR USE OF SPONSOR PRODUCTS OR SERVICES NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. **ELIGIBILITY:** To be eligible to enter, you must be registered for the Event via www.firstnational.com/the-pitch (the "Website") and have a valid email address to enable us to contact you. The Event is open to all legal residents of the United States who are eighteen (18) years of age and older at the time of entry who are eligible to enter into binding contracts in the State of Nebraska. In order to register for the Event, participants must be currently enrolled in a fulltime graduate or undergraduate program at a United States college or university. Employees of First National Bank of Omaha ("FNBO"), prize suppliers and advertising and promotion agencies, and each of their respective parent, subsidiary and affiliated companies, shareholders, officers, directors, agents, representatives and employees (collectively "Releasees") are not eligible to enter or win the prize(s). Each Participant by participating in the Event agrees to be bound by these Official Rules and FNBO's decision. The Event is subject to all applicable federal, state, and local laws, rule and regulations. Void where prohibited or restricted by law, rule or regulation.
2. **EVENT PERIOD:**
 - a. FNBO will launch the problem for Teams to solve via the Website on or about March 2nd, 2018 at approximately 4:00pm CT. Each Team will provide a solution for the problem statement listed below (the "Pitch").
Problem statement: As a retail store customer, how could the shopping and payment experience be improved in-store?
 - b. Pitches may be submitted via the Website starting at 10:00am on March 3rd, 2018 through March 18th, 2018 at 11:59pm. Pitches will be a maximum of 90 seconds in length and will describe the Team's idea for a solution to the problem statement the Team selected. Pitches will be uploaded to the Website when the Team registers for the competition via the Website between March 3, 2018 at 10:00am and March 18, 2018 at 11:59pm.
 - c. The top six Pitches will be announced March 26th, 2018 at 12:00pm and these Teams will advance to the Prototype Event.
 - d. The Prototype Event will begin at 1:00pm Central Time (CT) on April 27th, 2018 and ends at 5:00 pm Central Time (CT) on April 27th, 2018. Teams will present their prototype in-person at the Prototype Event in a maximum 6 minute presentation. Participants are responsible for all travel and expenses unless otherwise stated herein. A prototype will exhibit the essential features of a potentially functional solution to the problem statement listed above.
3. **HOW TO ENTER:** To enter the Event, you must register via the Website by providing the information requested and clicking where indicated to submit the entry. Up to sixty-six (66)

teams (each, a “Team”) of three (3) individual participants (each, a “Participant”) per Team are eligible for registration. No more than 198 total Participants may take part in the Event. Each Participant and all Participants on a Team must agree to these Official Rules and the Release prior to participating in the Event.

Registration for the Event will close Sunday March 18th, 2018 at 11:59pm Central Time (CT).

4. SELECTION OF WINNERS:

a. Selection of top six (6) Pitches. Pitches will be judged by the Pitch Panel based on the following:

- Best solution for the problem statement (50%)
- Overall creativity and originality (25%)
- Improves the retail customer experience (15%)
- Feasibility of solution integration into market (10%)

The top 6 Pitches with the highest score will move on to the Prototype Event.

b. Selection of Prototype Event Grand Prize Winner and the First Runner-Up. The Grand Prize Winner and First Runner-Up will be selected based upon:

- Overall creativity and originality of presented solution (30%)
- Presentation of prototype (25%)
- Engaging personality (15%)
- Ability to answer questions around solution (10%)
- Feasibility of solution integration into market (10%)
- Winner of audience vote (10%)

5. WINNERS: A panel of FNBO employees and community members (the “Pitch Panel”) will select the top six Pitch Teams on or about March 26th, 2018 based on the criteria above to move on to the Prototype Event.

Each of the top six pitch Teams will receive a \$500 gift card to be used for the creation of a prototype for the Team’s final prototype pitch to be given on April 27, 2018 (the “Prototype Event”).

On or about April 27, 2018, a panel of FNBO employees and community members (the “Prototype Panel”) will select the Teams from the Prototype Event as the Grand Prize Winning Team and the First Runner-Up Winning Team. The Panel’s decisions are final in all matters relating to the Event.

6. PRIZES: Prizes will be awarded for the first place team and the first runner-up of the Prototype Event. The amounts are shown below.

Grand Prize Winning Team: \$12,000

First Runner-Up: \$6,000

Prize money for the winning Teams will be equally split among the three (3) Participants on the Team and will be delivered to each Participant in the form of a check.

Prizes for the winners will be delivered via overnight courier within fifteen (15) business days after April 27th, 2018.

All prize details are within the sole discretion of FNBO. All costs and expenses associated with the prize acceptance and use not specified herein as being provided, including but not limited to lodging, transportation costs, meals, beverages, gratuities and other expenses incurred by accepting the prize are the sole responsibility of the winners. Winners are responsible for the payment of all federal, state and local taxes on the prizes. No substitution, cash equivalent, or transfer of prize permitted except at the sole discretion of FNBO, who reserves the right to substitute a prize (or portion thereof) with one of comparable or greater value, at its sole discretion.

7. WINNER NOTIFICATION: The Grand Prize Winning Team and First Runner-Up will be announced at the Prototype Event on April 27, 2018. The winners will be required to complete and sign an Affidavit of Eligibility, Publicity and Release, and an IRS form W-9, all of which must be returned to FNBO prior to prizes being awarded. If the above documents are not received by FNBO within five (5) business days the winner is notified of his/her Team's selection, or in the event of noncompliance with these Official Rules by a Participant or Team, the prize(s) will be forfeited by the Team and awarded to an alternate winning Team. By entering the Event, Participants agree to the use by FNBO and its designees of their name, city and state and photograph/likeness for advertising, promotional and other purposes, worldwide and in perpetuity, in any and all forms of media, now known or hereafter devised (including and without limitation, the Internet) without additional compensation, except where prohibited by law.

8. CONDITIONS OF ENTRY: As conditions of entry into this Event and by uploading and entering a Pitch, Participants warrants and represents that the Pitch and prototype (a) are original and have been legally created; (b) do not infringe the intellectual property, privacy or publicity rights or any other legal or moral rights of any third party; (c) have not been entered in or won previous contests or awards; and (d) have not been published or distributed previously in any media. Participant represents that he/she owns all rights to his/her Pitch and prototype, including, without limitation, the copyrights in the recording and the performance contained therein. Participant further represents and warrants that the Participant has obtained permission from each person whose name, image, likeness or voice ("Likeness") is included in the Pitch or prototype, and that such person(s) have granted Participant all necessary rights to use the person's Likeness as described in these rules, and that Participant can make written copies of such permissions available to the Sponsor upon request.

9. LIMITATION OF LIABILITY: By participating in the Event, Participants agree to release, indemnify and hold harmless Releasees from and against any injuries, losses, damages, claims, actions and any liability of any kind resulting from or arising from participation in the Event or acceptance, possession, use, misuse or non-use of the prizes that may be awarded. This Event 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. Releasees are not responsible for technical, computer, mechanical, printing, typographical, human or other errors relating to or in connection with the Event, including, without limitation, errors which may occur in connection with the administration of the Event, the processing of entries, the announcement of the prize, the

Official Rules, or in any Event related advertising or materials; or for stolen, lost, late, misdirected, damaged, incomplete, inaccurate, undelivered, delayed or illegible entries; 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 FNBO's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Event, 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 Event, FNBO, at its exclusive discretion reserve the right to disqualify any individual who tampers with the entry process and/or void any entries submitted fraudulently, to modify or suspend the Event, or to terminate the Event. As a condition of entering the Event, Participant agrees that: a) under no circumstances will Participant 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; b) all causes of action arising out of or connected with this Event or the prize awarded, shall be resolved individually, without resort to any form of class action; and c) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred and in no event shall Participant be entitled to receive attorneys' fees or other legal costs. FNBO reserves the right to modify prize award procedures.

10. SPONSOR'S RIGHT TO SUBMISSIONS: Teams will retain ownership rights in their work product created at the Event ("Submission"). Participants hereby grant Sponsor, as a condition of participation in the Event, the right of first negotiation, which shall be done on good faith, for Sponsor to acquire certain rights in the Submission. Notwithstanding the foregoing, Participants acknowledge that Sponsor engages, has engaged and will in the future engage in the development, preparation, production, acquisition and dissemination of creative, educational, artistic and other material (collectively, the "Materials"), including without limitation Materials that are similar or identical to a Submission. Participants also acknowledge that other persons, including employees of Sponsor, may previously have originated and may hereafter originate Materials that are similar or identical to a Submission. Participants agree that they will not be entitled to any compensation because of the use by Sponsor of any such similar or identical Material. Without limitation of the foregoing, Sponsor may use, without any payment or other obligation whatsoever to any contestant, any part of the Materials, and any idea or concept contained therein, that (a) is similar or identical to, or contains significant elements encompassed in, a concept that is under consideration or in development by Sponsor before or at the time of entry, (b) is not unique, novel, original, and concrete so as to be entitled to protection under applicable laws, (c) has been made public by anyone at the time of its submission to Sponsor or otherwise is in the public domain, (d) would be freely usable by a third person if it had not been accepted as a Submission or the subject of any agreement, (e) is not protected by United States copyright law, or (f) is similar or identical to, or contains significant elements encompassed in, an idea, concept or material that is independently created by Sponsor or any third party. Participants agree that Sponsor's development, preparation, production, acquisition, dissemination and/or exploitation of Materials similar or identical to a Submission or containing features, ideas, material and/or elements similar to or identical with those contained in a Submission shall not entitle any Participant or Team to any compensation or other right or remedy. As an inducement to Sponsor to accept each Submission for entry into the Event, Participant hereby waives any claim or right of action against Sponsor or its successors in connection with the Sponsor's use of any Materials (or any portions thereof) whether or not such Materials are similar or identical to a Submission or contain any features, ideas, material

and/or elements that are similar or identical to those contained in a Submission. Acceptance by Sponsor of a Submission is not an admission by Sponsor of the novelty or originality of the Submission.

11. **PRIVACY POLICY/DATA COLLECTION/SECURITY:** Information provided by you under this Event is subject to FNBO's Privacy Policy and Security Statement located at www.firstnational.com

12. **WINNER'S NAMES:** For the names of the winners (available on or about April 27th, 2018), go to the Website.

13. **SPONSOR:** First National Bank of Omaha, 1620 Dodge Street, Omaha, NE 68197.