



## 2021 G2 Overachiever Student Grant OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. THE SUBMISSION OF AN ENTRY AND ACCEPTANCE OF A NOMINATION IN THIS CONTEST CONSTITUTES UNCONDITIONAL ACCEPTANCE OF THESE OFFICIAL RULES AND THE INTENT TO BE LEGALLY BOUND HEREBY.**

The 2021 G2 Overachiever Student Grant Contest (the "Contest") is sponsored by Pilot Corporation of America (Pilot Pen), a Delaware corporation, 3855 Regent Blvd., Jacksonville, Florida 32224 (the "Sponsor") and administered by Bright Red, 1821 Miccosukee Commons, Tallahassee, Florida, 32308 (the "Administrator") (collectively, the "Contest Entities"). The Contest is intended to recognize students who are changing the world, their school or community through their selfless determination of giving back in a unique and impactful way ("Overachievers"). The actions of these Overachievers extend beyond the classroom and their extracurricular activities and make the world a better place. The Grand Prize will be a grant in the amount of twelve thousand five hundred dollars (\$12,500) awarded to a single Overachiever to enable him or her to continue and expand upon the success for which he or she is being recognized. Sponsor will also award two thousand five hundred (\$2,500) to the Grand Prize Winner's school to help their community educator overachievers, too. If the school declines the award, Pilot Pen will retain the two thousand five hundred (\$2,500) school prize.

The Contest consists of a Nomination Period during which "Participants" may nominate individuals whom they believe to be Overachievers (the "Nominees"). Contest Entities may begin reviewing nomination materials upon receipt. The Nomination Period will be followed by a Judging Period during which the Contest Entities will select and notify twenty-one (21) Nominees that they have been selected as Contest Finalists. Contest Finalists must submit all additional materials as outlined below. The failure of a Contest Finalist to submit all required materials and/or comply with these Official Rules will result in the disqualification of the Contest Finalist.

Contest Entities will review the additional materials submitted by the Contest Finalists and select five (5) Grand Prize Finalists from the Contest Finalists. Contest Finalists may or may not be notified if they have been selected as Grand Prize Finalists at the discretion of Contest Entities. All entry and nomination materials of the Grand Prize Finalists will be submitted to judges, who will select one (1) Grand Prize Winner from the Grand Prize Finalists.

The Nomination Period and the Judging Period will be as follows (all times are in US Eastern Standard Time):

Nomination Period	July 15 <sup>th</sup> , 2021 at 12:00 a.m. EST – December 15 <sup>th</sup> , 2021 at 11:59 p.m. EST
Judging Period	December 16 <sup>th</sup> , 2021 at 12:00 a.m. EST – January 31 <sup>st</sup> , 2022 at 11:59 p.m. EST
Grand Prize Winner Notification	On or before April 30 <sup>th</sup> , 2022

By participating in this Contest, each Participant and Nominee fully and unconditionally accepts and agrees to comply with and abide by these Official Rules and all decisions of the Contest Entities and panel of

judges, which shall be final and binding. Each Participant and Nominee understands that they are providing their information to the Contest Entities and not to any social media organization through which this Contest may be advertised. The information provided will be used in accordance with Sponsor's Privacy Policy (available at <http://pilotpen.us/privacy>). Should there be any conflict between Sponsor's Privacy Policy and these Official Rules, these Official Rules shall govern.

## 1. ELIGIBILITY

**Eligibility of Participant:** Participants must be legal residents of the fifty (50) United States or the District of Columbia that have reached the age of majority in his or her state of residence at the time of submitting a nomination. Participant must nominate someone with whom the Participant is personally acquainted, and Participant must have Nominee's permission to submit the nomination and must have the necessary consent of Nominee's parent or legal guardian to disclose Nominee's personally identifiable information and student data. **Participants may nominate themselves as a Nominee; however, each Participant may submit only one (1) nomination. Additional nominations will be void.**

**Eligibility of Nominee:** To be nominated in this Contest, the Nominee must be a legal resident of the fifty (50) United States or the District of Columbia, currently attend middle or high school, and between the ages of 13 through 19 years of age. The Nominee may turn 20 years of age after nomination and still be eligible for the contest. The Nominee must be on the honor roll at his/her school according to their school's performance grading system. Preference will be given to Nominees who have not received grants or scholarships in excess of fifty thousand dollars (\$50,000). Preference will be given to Nominees whose overachieving endeavors and initiatives are not part of an existing organization (example: Key Club). Nominee must agree to be bound by the terms and conditions of these Official Rules. **The same Nominee may be nominated by more than one Participant.** For minors, Nominees must obtain the written consent of the parent or legal guardian of the Nominee to participate in the Contest, release personally identifiable information and submit student data of the Nominee. Parental consent forms may be found on the designated landing page.

Employees, officers, directors, agents and representatives of the Contest Entities or their respective affiliates, and the immediate family members of each (defined as spouse, children, siblings, parents, grandparents, grandchildren and stepfamily) are not eligible as Participants or Nominees. Winning a prize is contingent upon fulfilling all requirements set forth herein.

## 2. NOMINATION STORIES

Participants must describe in 1,000 – 2,500 **handwritten** words why Participant believes the Nominee to be an Overachiever Student (the "**Nomination Story**" or, in plural, the "**Nomination Stories**"). The Nomination Story must address each of the following questions:

- Why do you believe the Nominee to be an Overachiever Student, meaning one who has made a difference in their community outside of their everyday duties?
- How has the Nominee improved the lives of others?
- What is the Nominee's overall goal for this passion?
- What is the biggest challenge currently facing the Nominee?
- What are the measurable results from the Nominee's actions?
- What is the name, address and contact information of the Nominee and the Nominee's school?

Participants do not need to answer the questions in order or repeat each question prior to responding. Contest Entities, in their sole discretion, reserve the right to disqualify any nomination if the Nomination Story does not respond to all five questions.

**\*\*\*ALL NOMINATION STORIES MUST BE HANDWRITTEN\*\*\***

Nomination Stories that are not handwritten by Participant or Participant's authorized representative will be void and the nomination will be disqualified from the Contest. Individuals with disabilities rendering them unable to handwrite a Nomination Story should contact the Sponsor via email at [G2Grant@pilotpen.com](mailto:G2Grant@pilotpen.com) in order to request accommodation. Contest Entities may require proof of disability and Participant must receive written permission prior to submitting a non-handwritten Nomination Story.

### 3. HOW TO SUBMIT A NOMINATION

Participants may submit their Nominations in one of two ways:

**Online Submission:** To submit a Nomination online, during the Nomination Period the Participant must: (1) either take a photo or scan a copy of their handwritten Nomination Story, ensuring the file is in either PDF, JPG or PNG, format (no other formats accepted); (2) go to [www.G2overachievers.com](http://www.G2overachievers.com) (the "designated landing page"); (3) complete the online entry form, including the contact information for both Participant and Nominee; (4) click to acknowledge that Participant has read and accepted these Official Rules; (5) upload a copy of the handwritten Nomination Story; and (6) click "SUBMIT."

**Mailed Submission:** As an alternative to the Online Submission, a Participant may submit a Nominee for consideration by: (1) going to the designated landing page and printing out a hard copy of the entry form; (2) completing the entry form, including checking the box to acknowledge that Participant has read and accepted these Official Rules; (3) enclose the handwritten Nomination Story; and (4) mail both the completed entry form and the handwritten nomination to: ASC/Pilot Pen G2 Overachievers Student Grant, 300 State St., Suite 402, Rochester, NY 14614. **Mailed Submissions must be postmarked by December 15<sup>th</sup>, 2021 and received by Contest Entities on or before December 31<sup>st</sup>, 2021.**

All materials in connection with a nomination must be entered at one time and once a Participant submits a nomination, it cannot be changed. The Contest Entities will review each nomination to confirm they are consistent with the theme of this Contest and eligible to be included in the Judging Period. If any entry or Nomination Story is determined to be ineligible by the Contest Entities, for any reason, in the sole discretion of the contest entities, it may be disqualified. If any of the eligibility requirements cannot be verified by the information provided by the Participant, the Nomination will be disqualified. Disqualification is final and not subject to appeal.

**Nominations must be consistent with the theme of this Contest, be in English, be legible in print font, be original to the Participant, consist only of the Participant and the Nominee, and must comply with these Official Rules. Nominations must not include any of the following: (a) non-participating individuals or entities; (b) content or materials that infringe or violate any law, regulation or any Nominee's right to privacy; (c) objectionable content or language that is crude, inappropriate or offensive to others; and (d) any content that shows undue risk of harm to any person or property or depicts anything that is unsafe or could be harmful to participant or others. Each eligible and qualifying Nomination submitted pursuant to these Official Rules will be included in the Judging Period only.**

### 4. JUDGING PERIOD

During the Judging Period, all eligible nominations will be judged by a panel of qualified judges selected by the Contest Entities, whose decisions are final, binding and not subject to appeal, to determine twenty-one **(21) Contest Finalists** using the following SMART criteria:

- Specific action that improved other's lives
- Measurable difference, based on the magnitude of people impacted
- Attained a measurable difference
- Resourced (by the individual); the nominee should have played a major role in starting the initiative that made the change
- Time – the overachievement must have taken place in the last twenty-four (24) months

All criteria will be weighted equally.

## **5. CONTEST FINALISTS**

**Notification:** Nominees will be notified during the Judging Period if they have been selected as a Contest Finalist. The Contest Entities will attempt to contact the Contest Finalists by one of the contact methods provided by Participant in the original nomination and entry form. If the contact information provided by Participant is inaccurate or outdated, or if Contest Entities, for whatever reason, cannot reach the Contest Finalist using the contact information provided by Participant, Contest Entities may select a substitute Contest Finalist. Contest Entities shall have no obligation to make more than one attempt to notify a Nominee that he or she has been selected as a Contest Finalist.

**Acceptance of Nomination:** Contest Finalists will be required to:

(1) On or before the seventh (7<sup>th</sup>) calendar day after notification of selection as a Contest Finalist, visit a website provided by Contest Entities in order to (a) accept the Nomination and/or provide Parental/Guardian Consent to the Nomination; (b) acknowledge and agree to be bound by and subject to these Official Rules including the Publicity Release; (c) complete an Affidavit of Eligibility; (d) provide his or her social security number, to be used solely for tax reporting purposes; and (e) provide two personal references' contact information that can attest to Nominee's work as an Overachiever Student; and

(2) On or before the seventh (7<sup>th</sup>) calendar day after notification of selection as a Contest Finalist, submit to Contest Entities an additional submission using either video or photography that responds to questions or prompts that will be provided by Contest Entities at the time of notification. Contest Entities may present questions and prompts that are unique to each Contest Finalist based on the Nomination Story that was submitted

Failure to comply with these requirements will result in disqualification from the Contest and Contest Entities may select a substitute Constituted Finalist.

## **6. PRIZES**

**Grand Prize Winner:** Applying the SMART criteria, the panel of judges will select one (1) Grand Prize Winner from the Grand Prize Finalists. The Grand Prize Winner will receive (1) a grant in the amount of \$12,500; (2) a grant awarded to the Grand Prize Winner's school in the amount of \$2,500 The Approximate Retail Value ("ARV") of the Grand Prize is \$15,000. If the actual value of Grand Prize is lower than the ARV, the difference will not be awarded. The Grand Prize Winner will not be eligible to apply for a grant from the Contest Entities in any contests conducted by the Contest Entities in the twelve (12) month period following the award of the Grand Prize for this Contest.

The total ARV of all prizes is \$15,000.

## **7. PRIZE CONDITIONS AND TAX LIABILITY**

Prizes are non-assignable, non-substitutable and non-transferable without the prior written consent of Sponsor, which consent may be withheld for any reason and in Sponsor's sole and absolute discretion. All details of any Prize not specified herein shall be determined solely by Sponsor. All Participants agree to be bound by these Official Rules and the decisions of Contest Entities and/or its authorized judging individuals, whose decisions in all aspects of this contest shall be final and binding. By accepting a Prize, each Contest Finalist acknowledges compliance with these Official Rules. All expenses, including federal, state, local or other tax liabilities, arising from this Contest are the sole responsibility of each Contest Finalist, respectively. Contest Finalists may receive an IRS Form 1099 for the ARV of a Prize. Prize conditions may be added or modified by Sponsor, in its sole discretion. A Contest Finalist may waive its right to receive a Prize. Sponsor may withhold taxes from any award as is required by law. Prior to receiving the Prize, Contest Finalists

must execute a W-9 tax form verifying their tax identification number. Failure to sign and return any of these documents or to comply with any term or condition of these Official Rules may result in Contest Finalist's disqualification, the forfeiture of its interest in the Prize, and, at Sponsor's discretion, the presentation of the Prize to a substitute recipient. A Prize not won and/or claimed by a Contest Finalist and not awarded to a substitute recipient by Sponsor in accordance with these Official Rules will remain the property of Sponsor. Acceptance of a Prize constitutes permission for the Sponsor and its designees to use each Contest Finalist's name, photographs, entry material, other likenesses and biographical information for advertising, promotional or trade purposes, including but not limited to online announcements, in commerce and in all media worldwide without limitation or additional compensation, except where prohibited by law.

All nomination materials, and any and all right, title and interest thereto, become the property of Sponsor and will not be returned and may not be acknowledged. Sponsor shall have an exclusive, unlimited and unconditional license to all nomination materials. Entries that are not received or incomplete, garbled, corrupted, or unintelligible for any reason, including, but not limited to, computer or network malfunction or congestion, are void and will not be accepted. Any Entry will be disqualified if it is illegible, forged, falsified, altered or improperly tampered with in any way. Entries may be removed in whole or in part at the request of Nominee. Multiple Participants are not permitted to share the same email address. In case of a dispute over the identity of a Participant, the authorized account holder of the email address used to participate will be deemed to be the Participant. "Authorized account holder" is defined as the person who is assigned to an email address by an internet access provider, online service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address.

**Specific Terms Applicable to Grand Prize Winner:** Grand Prize Winner agrees to participate in follow-up events with Contest Entities through December 31, 2022 (the "Follow-Up Period") including, but not limited to: (1) approximately every sixty (60) days, providing Contest Entities with a status update (in a format to be determined by Contest Entities) on how the Grand Prize Winner is using the \$12,500 Grant to continue his or her work as an Overachiever Student and (2) permitting Contest Entities or their representatives to travel to Grand Prize Winner, with or without notice, in order to obtain any marketing and promotional materials they deem necessary, including video, photography and interviews. Grand Prize Winner expressly and unconditionally agrees that the Publicity Release contained in these Official Rules will extend to any and all materials obtained during the Follow-Up Period.

## **8. PUBLICITY RELEASE**

By participating in this Contest, Participant and Nominee (and if Nominee is a minor, their parent or legal guardian) grant and express unconditional permission for the Contest Entities to release, edit and use the name, Nomination Story, video, photographs, images, logos, likenesses, audio, biographical information, statements, student records (including, but not limited to grades, attendance data, and extracurricular activities), testimonial, personal exposition, address (city and state) and prize information of either Participant or Nominee (including submissions by Contest Finalists) (collectively, "Attributes") for any advertising and/or publicity purposes worldwide and in all forms of media, including the designated landing page, now known or hereafter devised, in perpetuity, without further consideration, compensation or authorization (except where prohibited by law) and Participant and Nominee release, hold harmless and defend the Contest Entities from all claims arising out of the release, edit or use of such Attributes. IF YOU DO NOT WANT YOUR ATTRIBUTES USED IN THE MANNER DESCRIBED HEREIN, DO NOT ENTER THIS CONTEST. The Contest Entities are not responsible for any unauthorized release or use of a Participant's or Nominee's Attributes.

## **9. GENERAL RELEASES/TERMS & CONDITIONS**

All Participants, Nominees and their respective heirs, executors, administrators and successors (individually and collectively, the "Releasing Parties"), as a condition of participating in the Contest, agree to unconditionally and irrevocably forever release, discharge, hold harmless and defend the Contest Entities, the Judges and each of their respective past and present employees, officers, directors, representatives, agents, franchisees, licensees, subsidiaries, parent companies, affiliates, shareholders,

owners and members and all other individuals or entities involved in the administration, advertisement or promotion of this Contest and/or the award and delivery of any prize (individually and collectively, "Released Parties") from any liability, illness, injury, death, loss, litigation or damage that may occur, directly or indirectly, whether caused by negligence or not, from such Participant's participation in this Contest and/or Nominee's claim, possession, use or misuse of a Prize (or any part). Releasing Parties further agree to be bound by these Official Rules and to waive any right to claim any ambiguity or error therein or in this Contest itself, and to be bound by all decisions of Contest Entities and Judges, which decisions are binding and final in all respects. Released Parties are not responsible for, and each Participant and Nominee hereby releases the Released Parties from, any claims arising from: (i) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (ii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iii) unauthorized human intervention in any part of the entry or voting process or this Contest; (iv) electronic or human error which may occur in the administration of this Contest, processing of entries and/or votes; (v) any injury or damage to persons or property, including but not limited to Participant's or Nominee's computer, hardware or software, which may be caused, directly or indirectly, in whole or in part, from Participant's or Nominee's participation in this Contest; and/or (vi) use or misuse of the prize (or any part). Any attempt by a Participant, Nominee or other individual to deliberately undermine the legitimate operation of this Contest may be a violation of criminal and civil laws, and should such an attempt be made, Sponsor reserves the right to seek damages and other remedies to the fullest extent permitted by law. Failure to comply with these conditions will result in disqualification from this Contest at Sponsor's sole and absolute discretion. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Sponsor is not responsible for any electronic or typographical error in the printing, advertisement or reproduction of these Official Rules or in any Contest-related materials, including in print or online, administration of this Contest or in the depiction or announcement of the prize (or any part). Contest Entities are not responsible for undelivered communications including, but not limited to (i) nominations submitted by Participants that are not received by Contest Entities for any reason, (ii) any notification attempts by Contest Entities that are not received by Participant or Nominee for any reason, (iii) communications sent via postal carriers that are lost or mishandled, and (iv) emails not received by Participants, Nominees or Contest Finalists because of any mail filter settings.

NOTWITHSTANDING ANY PROVISION OF THESE OFFICIAL RULES TO THE CONTRARY AND TO THE FULLEST EXTENT PERMISSIBLE BY LAW, UNDER NO CIRCUMSTANCES SHALL CONTEST ENTITIES OR ANY RELEASED PARTIES' LIABILITY TO ENTRANTS EXCEED \$1.00, UNLESS THE ENTRANT IS THE GRAND PRIZE WINNER, IN WHICH CASE SUCH LIABILITY SHALL NOT EXCEED THE ARV OF THE GRAND PRIZE AS STATED ABOVE.

IN NO EVENT SHALL CONTEST ENTITIES OR ANY RELEASED PARTIES' BE LIABLE TO ANY ENTRANT OR THE WINNER FOR ANY DAMAGES SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY. EACH OF THE LIMITATIONS SET FORTH IN THIS PARAGRAPH SHALL APPLY EVEN IF CONTEST ENTITIES HAVE BEEN ADVISED OR ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY. PARTICIPANTS SHOULD CHECK LOCAL LAWS FOR ANY RESTRICTIONS REGARDING THESE LIMITATIONS.

## **10. DISQUALIFICATION/FORCE MAJEURE**

Sponsor reserves the right to modify, extend, suspend, or terminate this Contest if it determines, in its sole discretion, that this Contest is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond the control of Contest Entities have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of this Contest as contemplated herein. In the event an insufficient number of eligible entries or votes received and/or Sponsor is prevented from awarding any prize or continuing with this Contest as

contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health or other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state or local government law, order, or regulation, public health crisis (e.g. SARS), order of any court or jurisdiction, or other cause not reasonably within the control of Contest Entities (each a "Force Majeure" event or occurrence), then Sponsor shall have the right to modify, suspend or terminate this Contest. If this Contest is terminated before the designated end date, Sponsor will (if possible) select Winner based on criteria set forth in these Official Rules from all eligible, non-suspect Nominations received as of the date of the event giving rise to the termination, which shall be each participant's sole and exclusive remedy under such circumstances.

## **11. DISPUTES**

As a condition of participating in this Contest, Nominees (which include Contest Finalists and Grand Prize Finalists) and Participants agree that any and all disputes which cannot be resolved between the parties and all causes of action arising out of or relating to this Contest or these Official Rules, shall be resolved individually, without resort to any form of class action, by final and binding arbitration under the Rules of the American Arbitration Association and held by a single arbitrator at a location in Jacksonville, Florida, with such proceedings being confidential. If a court should determine the mandatory arbitration provision above to be void, unenforceable or waived by the parties, then the sole and exclusive forum for any and all litigation arising out of or related to this Contest or these Official Rules shall be an individual action (without resort to class action) brought in Duval County, Jacksonville, Florida. Further, in any dispute, under no circumstances will Participants or Nominees be permitted to obtain awards for, and all Participants and Nominees hereby waive all rights to claim, punitive, exemplary, special, indirect, incidental or consequential damages, including attorneys' fees, costs and expenses, and all Participants and Nominees hereby further waive all rights to have damages multiplied or increased.

## **12. WINNERS LIST REQUEST**

To request confirmation of the name, city, and state of residence of each Prize Winner, please send a self-addressed, stamped business size envelope, by April 30, 2022, to: ASC/Pilot Pen G2 Overachievers Student Grant Contest Winners List Request, 300 State St., Suite 402, Rochester, NY 14614.