

## **Pilot Flying J 2021 Road Warrior Contest Official Rules**

### **Official Rules**

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. THE CONTEST IS VOID WHERE PROHIBITED BY APPLICABLE LAW OR REGULATORY ORDER.**

These Official Rules are applicable to all Professional Drivers (defined below) entering for a chance to win a prize as part of the Contest (“**Nominee**”) and those individuals who may be nominating/entering a Nominee into the Contest (“**Nominator**”).

**1. Eligibility:** The Pilot Flying J 2021 Road Warrior Contest (the “Contest”) is open only to legal residents of the fifty (50) United States or the District of Columbia who are at least 18 years of age at the time of entry. The Contest is open for nominations of persons who, at the time of the nomination, are employed or self-employed full-time as a commercial truck driver (as determined by Sponsor in its sole discretion), are legal residents of the 50 United States or District of Columbia and are at least 18 years old (each a “Professional Driver”). Eligible entrants can nominate themselves as a Nominee or submit a Contest entry as a Nominator by nominating another eligible Nominee. Employees and non-employee workers, including social media influencers, of Pilot Travel Centers LLC, Pilot Corporation, SFJ Inc., Finn Partners, Tombras Agency, Merkle Inc., and any of their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible to enter or win. The Contest is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. All entries submitted are the property of Sponsor. Entry in the Contest does not constitute entry into any other promotion, contest, or sweepstakes.

Eligibility Notes: Nominators are responsible for confirming whether the Nominee and/or his/her employer has any policies or restrictions concerning participation in this Contest. The awarding of prizes is subject to such policies. If, for any reason, any Nominee is unable to accept a prize, prize will be forfeited and Sponsor will not have any further obligation to such Nominee.

**2. Sponsor:** Pilot Travel Centers LLC dba Pilot Flying J, 5508 Lonas Drive, Knoxville, TN 37909.  
**Administrator:** Merkle Inc. 3000 Town Center, Floor 21, Southfield, MI 48075

**3. Agreement to Official Rules:** Each entrant’s, whether a Nominee or Nominator (“Entrant”), participation in this Contest constitutes each Entrant’s full and unconditional agreement to all terms and conditions set forth herein (the “Official Rules”) and by the interpretations of these Official Rules by Sponsor and by the decisions of Sponsor. Sponsor’s and Administrator’s decisions are final and legally binding in all matters related to this Contest and not subject to further review in any forum. Winning a prize is contingent upon fulfilling all requirements set forth herein, including consent to a confidential background check to confirm each potential winning Nominee’s eligibility and compliance with these Official Rules. **Due to the nature of the prize offered, if a background check reveals that a potential winning Nominee has engaged in conduct that could damage the reputation of Sponsor or any of the Released Parties, as determined by Sponsor in its sole discretion, the potential winning Nominee may be disqualified.**

**4. Timing:** The Contest begins on September 1, 2021 at 9:00 a.m. Eastern Time (“ET”) and ends on September 30, 2021 at 11:59 p.m. ET (the “Contest Period”). Third Party Stackla’s computer is the official time-keeping device for entry method 5(b) listed below. Facebook Inc.’s servers are the official time-keeping device for entry method 5(a) listed below.

**5. How to Enter:** There are 2 methods of entry.

- a. Enter via Facebook Comment:** To enter via this method, you will need to have a Facebook account. Creating a Facebook account is free but is subject to the applicable terms and

conditions: <https://www.facebook.com/legal/terms>. If entering via a mobile device and using your wireless carrier's network, standard data charges from your wireless carrier may apply. None of the "Released Parties" (defined below in Section 10) shall be responsible for any message or data rate charges which may apply. A wireless device is not required to enter the Contest.

During the Contest Period, take the following actions:

- (i) Follow @Pilottravelcenters on Facebook;
- (ii) Locate Sponsor's Contest post on its Facebook page (<https://www.facebook.com/pilottravelcenters>); and
- (iii) Comment on the Contest post by identifying the Professional Driver in your life by his/her first name and last initial and describing why you consider that Professional Driver to be a "road warrior" ("Submission"); and
- (iv) Keep your same personal Facebook handle (the one used to submit the Submission) during the Contest Period and until the prizes are awarded (as described below in Section 8).

By posting your Submission, you agree that it conforms to the guidelines, permissions, and content restrictions below and that Sponsor, in its sole discretion, may disqualify you if it believes that it fails to conform. Where your Submission meets all requirements and restrictions, it will be deemed one valid (1) Submission.

- b. **Enter via Microsite:** During the Contest Period, visit [www.pilotflyingj.com/roadwarrior](http://www.pilotflyingj.com/roadwarrior) and follow the links and instructions to complete and submit the registration form, including your name and requested contact information and the name and requested contact information for the nominated Professional Driver. P.O. Boxes are not permitted. Then, follow the links and instructions and describe why you consider that Professional Driver to be a "road warrior" ("Submission"). With the consent of the Professional Driver, you may optionally upload one (1) photo of the Professional Driver, but it will not be part of the judged Submission.

By uploading your Submission, you agree that it conforms to the guidelines, permissions, and content restrictions below and that Sponsor, in its sole discretion, may disqualify you if it believes that it fails to conform. Where your Submission meets all requirements and restrictions, it will be deemed one valid (1) Submission.

**Submission Requirements and Restrictions:**

- Submission must be in English;
- Submission must be your original work;
- A Microsite Submission must have a completed registration form (agreeing to Official Rules, including Submission, and providing all appropriate contact information as required);
- A Facebook Submission should only identify the Professional Driver by his/her first name and last initial;
- A Facebook Submission must not "at mention" or tag the Professional Driver or any other person;
- A Facebook Submission must not include any personal identification, such as full name, street address, or email address, or any confidential information about the Professional Driver;
- **Once a Submission is submitted, you cannot revise such Submission in any way;**
- Submission must not include any content that promotes unlawful or unsafe driving;
- Submission must not include any content that is inherently dangerous, is unsafe, or appears to be unsafe. Accordingly, no firearms/weapons or any content that includes any violence;
- Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity and intellectual property rights;
- Submission must not contain trademarks, logos (except Sponsor's, which are not required to

- be included) or trade dress owned by others, or advertise or promote any brand or product (except Sponsor's, which are not required to be included)) of any kind, without permission;
- Submission must not promote or reference alcohol, illegal drugs, tobacco, or any political agenda;
  - Submission must not contain material that is disrespectful, unduly embarrassing, humiliating, inappropriate, offensive, indecent, obscene, sexually explicit, profane, tortious, defamatory, slanderous or libelous;
  - Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age;
  - Submission must not disparage Sponsor, Professional Driver, or any other person or party;
  - Submission must not promote any direct competitor of Sponsor or any another brand; and
  - Submission must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any state where Submission is created.

Limit: Each entrant may submit up to five (5) Submissions during the Contest Period, one (1) per Professional Driver, regardless of method of entry. Each Submission must be unique. Submissions received from any person in excess of the stated limit will be void. Submissions generated by script, macro or other automated means are void. Multiple entrants are not permitted to share the same Facebook Account or email address. Any attempt by any entrant to submit more than the stated number of Submissions by using multiple/different Facebook accounts, emails, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. In the event of dispute as to the identity or eligibility of a potential winner, the winning Submission will be declared made by the authorized account holder of the Facebook account or email address used to enter the Contest provided he/she is eligible according to these Official Rules. In the event a dispute regarding the identity of the Entrant who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. Tampering or fraud in connection with the entry process or the operation of the Contest, is prohibited and any entries deemed by Sponsor, in its sole discretion, to have been submitted in this manner will be void. The "authorized account holder" is defined as the natural person who is assigned to a Facebook account by Facebook or who is assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each entrant may be required to show proof of being an authorized account holder. *Released Parties (as defined in Section 10, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed, or misdirected Submissions or failure to receive Submissions due to limitation of third-party social network platforms; all of which will be void. Sponsor is not responsible for problems downloading or uploading any contest-related information to or from the web site or for any other technical malfunctions of electronic equipment, computer on-line systems, servers, or providers, computer hardware or software failures, phone lines, failure of any electronic mail entry to be received by Sponsor on account of technical problems, traffic, congestion on the internet or the web site, or any other technical problems related to web site entries including telecommunication miscommunication or failure, and failed, lost, delayed, incomplete, garbled or misdirected communications which may limit an entrant's ability to participate in this Contest. Partial or incomplete entries WILL NOT BE ACCEPTED AS CONTEST ENTRIES and shall not be eligible for any prize.*

**6. Sponsor's Use of Submissions:** Posting/Uploading a Submission constitutes Entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Submission in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, Entrant will sign any documentation that may be required for Sponsor or their designees to make use of the non-exclusive rights Entrant is granting to use the Submission.

**7. Winner Determination:** Winners will be determined according to the process set forth below.

After the Contest Period, a panel of qualified judges determined by Sponsor in its sole discretion will select the three (3) Submissions with the highest-scoring Submission based on the following judging criteria:

- Impact of Nominee with Respect to the Theme of the Contest (“road warrior”) (50%);
- Quality of Submission (25%); and
- Ability to emotionally move the Judges (25%).

Subject to the Nominees’ and Nominators’ compliance with these Official Rules, the Professional Driver nominated in the highest scoring Submission will be deemed the potential Grand Prize winner. The two (2) Professional Drivers nominated in the next highest scoring Submissions, respectively, are the potential First Prize and Second Prize winners. In the event of a tie, the Professional Driver nominated in the Submission which received the highest score for "Quality of Submission," as determined by the qualified judges in their sole discretion, will be deemed the applicable potential winner from amongst the tied entrants. Sponsor reserves the right to select fewer than three (3) winners, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions. Sponsor will not disclose judging scores.

**8. Winning Entrant/Professional Driver Requirements:** Depending on the method of entry used, potential winning entrants will be notified on or around October 7, 2021. If entered via method 5(a), a potential winning entrant will be notified by @pilottravelcenters on Facebook and will be directed to a secure online claim form and asked to provide, within 2 days of the date notice or attempted notice is sent, his/her name, mailing address, valid email address and date of birth **AND**, with the potential winning Professional Driver’s consent, his/her full name and valid email address. Potential winning Professional Driver will then be notified via email. If entered via method 5(b), a potential winning entrant and potential winning Professional Driver will be notified via email. Next, each potential winning Professional Driver will be required to sign and return a Declaration of Compliance, Liability Waiver and, where not prohibited, a Publicity Release ("Declaration") including consent to agree to a confidential background check, which must be received by Administrator, within five (5) days of the date notice or attempted notice is sent, in order to confirm eligibility and claim his/her prize. A Professional Driver’s participation, prize acceptance and/or prize receipt constitutes his/her full and unconditional agreement to these Official Rules. If the background check reveals that a potential winning Professional Driver has engaged in conduct that could damage the reputation of Sponsor or any of the Released Parties, as determined by Sponsor in its discretion, Sponsor may disqualify potential winner. If a potential winning entrant or Professional Driver cannot be contacted, fails to provide any requested information or document within the required time period or fails to comply with the Official Rules, the potential winning entrant and Professional Driver are disqualified and forfeit the applicable prize. If a Prize is returned as undeliverable, it will result in forfeiture of the applicable Prize. If a potential winning entrant or Professional Driver is disqualified for any reason, Sponsor may award the applicable prize to a runner-up, in its sole discretion, based on the judging process above.

**9. Prizes: ONE (1) GRAND PRIZE:** A \$10,000 check payable to the winning Professional Driver. Approximate Retail Value (“ARV”): \$10,000. There is no prize for the person who entered the Submission.

**ONE (1) FIRST PRIZE:** A \$5,000 check payable to the winning Professional Driver. ARV: \$5,000. There is no prize for the person who entered the Submission.

**ONE (1) SECOND PRIZE:** A \$2,500 check payable to the winning Professional Driver. ARV: \$2,500. There is no prize for the person who entered the Submission.

Total value of all Contest prizes not to exceed \$17,500.

**For All Prizes:** Prizes are non-transferable, and no substitution will be made except as provided herein at the Sponsor’s sole discretion and are provided AS IS, without warranty of any kind. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become

unavailable for any reason. Unless as otherwise specified herein, each winning Professional Driver will be solely responsible for all federal, state, and/or local taxes, and for any other fees or costs associated with the prizes they receive, regardless of whether it, in whole or in part, is used. All prize details not specified herein will be determined by Sponsor in its sole discretion. Limit: One (1) prize per person. Prizes will be fulfilled approximately 1 – 4 weeks after all winner confirmation is complete.

**10. Release:** By participating in the Contest and/or receipt of any prize, each Nominee and Nominator agrees to release, defend and hold harmless the Sponsor, Administrator, Facebook Inc., Stackla, Finn Partners, Tombras Agency, and their respective parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any damages, liability (including attorney's fees and costs), claim or cause of action, including, but not limited to, personal injury, death, damage to or loss of personal or real property, or theft, loss or damage of any kind, arising out of participation in the Contest or acceptance, receipt or use or misuse of any prize, including but not limited to, traveling to, preparing for and/or participating in any Contest Prize-related activity and for any claims based on publicity rights, defamation, invasion of privacy, or Prize delivery.

**11. Publicity:** Acceptance of any prize shall constitute and signify each person's agreement and consent that Sponsor and its designees may use the person's name, city, state, likeness, photo, voice, biological information, including Submission, and/or prize information in connection with the Contest for promotional, advertising or other purposes, worldwide, in perpetuity, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

**12. Ownership of Submission:** Each entrant shall irrevocably grant, transfer, convey and assign to Sponsor the entirety of the rights in and to the Submission and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the Submission for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity. Each entrant accepts and acknowledges that Sponsor shall not be obligated to use the Submission and that Sponsor in its sole discretion shall have the right to refrain from using the Submission. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. Each entrant will indemnify Sponsor, Released Parties, and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms.

**13. General Conditions:** Sponsor reserves the right to cancel, suspend, extend and/or modify the Contest if any fraud, technical failures, human error, any other factor impairs the integrity or proper functioning of the Contest, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Contest, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine the winner(s) from among all non-suspect, eligible Entries received up to time of such action using the judging procedure outlined above. Sponsor may also modify the prizes offered. In addition, Sponsor reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated entries. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**14. Limitations of Liability:** Released Parties are not responsible or liable for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network

hardware or software; (3) unauthorized human intervention in any part of the Submission process or the Contest; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, the processing or judging of Submissions, the announcement of the prizes or in any Contest-related materials; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize. Released Parties are not responsible for misdirected or undeliverable Submissions or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any unauthorized third-party use of any Submission.

**15. Disputes:** Except where prohibited, each Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and 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 the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan. **EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).**

**16. Entrant's Personal Information:** Information collected from Entrant is subject to Sponsor's Privacy Policy: <https://pilotflyingj.com/privacy-policy>

**17. Winner List:** The winners will be announced on the Pilot Flying J Road Warrior website and the Pilot Flying J Facebook page in or about late October 2021. Further, for a winner list, visit [Pilotflyingj.com/roadwarrior](https://pilotflyingj.com/roadwarrior). The winner list will be posted after winner confirmation is complete.

**The Sweepstakes is no way sponsored, endorsed, administered by, or associated with Facebook. Facebook, Inc. is not affiliated with Sponsor in any way.**

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