

**“PENS.COM REVIEW SWEEPSTAKES”  
OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.** By participating in the Sweepstakes, each Entrant (“Entrant”) unconditionally accepts and agrees to comply with, and abide by these Official Rules; the decisions of Pens.com (“Sponsor”), which shall be final and binding in all respects.

**SWEEPSTAKES ENTRY PERIOD:** **Pens.com Review Sweepstakes** (“Sweepstakes”) begins at 12:00:00 PM Eastern Time (“ET”) on the 20th of each month and ends at 11:59:59 AM ET on the 19th of the following month (the “Sweepstakes Period”). For the avoidance of confusion, each monthly Sweepstakes Period is a separate and distinct Promotion. *The computer clock of the Sponsor is the official time-keeping device in the Sweepstakes.*

**ELIGIBILITY:** The Sweepstakes is open only to legal residents of the 50 United States and the District of Columbia, who are 18 years of age or older at the time of Promotion registration. Employees of the Sponsor and its respective parent companies, subsidiaries, affiliates and any other entity engaged in the development, production or distribution of promotional materials for this Sweepstakes, and members of each of their immediate families (spouses, parents, grandparents, children, siblings and their respective spouses) and those living in the same household of each are not eligible. Sweepstakes is subject to all applicable federal, state and local laws and regulations. In the event that the Sweepstakes is challenged by any regulatory authority, Sponsor reserves the right to discontinue or modify the Sweepstakes or to disqualify participants in the affected geographic areas. Void wherever prohibited by law.

**TO ENTER:** During the Promotion Entry Period, submit at least one review with a photo of a Pens.com product to the Trustpilot review link you receive via email after purchase; OR

Mail-In Method of Entry: To enter the Sweepstakes without providing a review of a Pens.com product, you may submit a mail-in entry. To enter via this method, handwrite your first and last name, street address, phone number and email address on a piece of paper, insert the paper in a #10 envelope and mail your entry via first-class mail to: Pens.com, 1 Sharpie Way, Bldg 3, Shelbyville, TN 37160. Be sure to clearly write “Review Sweepstakes” on the front of the envelope, either above the mailing address or marked as “ATTN: Review Sweepstakes.” Pens.com is not responsible for late, lost, damaged, illegible or postage-due mail. To be eligible, your mail-in entry must be postmarked during and received during the Promotion Period.

Come back every month for a NEW entry (“Entry”)!. One Entry per Entrant per Sweepstakes Period. All Entries must be received by the close of the Sweepstakes Period.

**PRIZES/APPROXIMATE RETAIL VALUE (“ARV”)/ODDS:**

**Prize:** One (1) prize winners will be randomly chosen each Sweepstake Period. Prize winner will receive a \$250 Pens.com credit.

**The total ARV: \$250.00 each Sweepstakes Period.** Odds of winning will depend upon the total number of eligible entries received.

**WINNER SELECTION & NOTIFICATION:** The potential prizewinner will be selected in an electronic, randomized drawing held on the 20th of each month from all eligible entries received throughout the Sweepstakes Period. Sponsor's decisions are final and binding.

The potential prizewinners will be notified via email within one week of contest closing. Potential prizewinners will be required to confirm their name and mailing address to Pens.com within seventy-two (72) hours of notification. Noncompliance will result in disqualification and an alternative winner may be selected.

If a selected potential prizewinner fails to claim the prize or if a selected potential prizewinner cannot accept or receive the prize for any reason, or he/she is not in compliance with these Official Rules, the prize will be forfeited and an alternate prizewinner may be randomly selected at the sole discretion of the Sponsor. If Sponsor's attempt to contact a potential prizewinner fails to reach a potential prizewinner for any reason or if the potential winner fails to respond to the notification as directed, or otherwise fails to comply with these Official Rules, the potential prizewinner will be disqualified and an alternate winner may be randomly selected at the sole discretion of the Sponsor. Prizes will be awarded within approximately one (1) week after winner is verified.

If a prizewinner is otherwise eligible under these Official Rules, but is nevertheless deemed a minor in his or her state of primary residence, the prize will be awarded in the name of winner's parent or legal guardian who will be required to execute and return the Releases on minor's behalf.

**PRIZE CONDITIONS:** Prizes may not be redeemed for cash. Prizes are non-assignable and nontransferable. No substitutions are permitted. No cash in lieu of prize and no exchange of prize, except at the sole discretion of the Sponsor. Any other incidental expenses on prize not specified herein are the winner's sole responsibility.

Winners are responsible for all federal, provincial, state, local and income taxes associated with winning prize(s).

Winner acknowledges that the Sponsor and all other businesses affiliated with or participating in this Sweepstakes and their agents do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative the quality, conditions, fitness or merchantability of any aspect of the prize being offered, except that each merchandise prize shall be subject to its manufacturer's standard warranty (if any).

Except where prohibited by law, entry and acceptance of prize(s) constitute permission to use winner's name, prize won, hometown, likeness, video tape, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media whatsoever now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

**GENERAL:** Participating Entrants agree to these Official Rules and the decisions of the Sponsor, and release and hold the Sponsor, its affiliated companies free and harmless from and against and all claims, losses, damages, rights, actions and liability of any kind relating to their participation in the Sweepstakes, and the acceptance and use/misuse of the prize offered. Participating Entrants waive all rights to claim

punitive, incidental and consequential damages. Winner assumes all liability for any injury or damage caused or claimed to be caused, by participation in this Sweepstakes or use/misuse or redemption of the prize(s). Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prize.

Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Sponsor is not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to Entrant's or any other person's computer related to or resulting from participating in the Sweepstakes. By participating in the Sweepstakes, you (i) agree to be bound by these official rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these official rules may result in disqualification from the Sweepstakes. Sponsor reserves the right to: (i) permanently disqualify from any Sweepstakes it sponsors any person it believes has intentionally violated these official rules; and (ii) discontinue the Sweepstakes if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Sweepstakes), and (iii) to select winners from among all eligible entries received prior to discontinuation.

**LEGAL WARNING:** ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER, VANDALIZE, UNDERMINE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

**DISPUTES:** Except where prohibited, Entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action. All participating Entrants consent to the personal jurisdiction of federal and state courts located in California and agree that such courts have exclusive jurisdiction over all such disputes. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the state of California without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state of California. The remedy for any claim shall be limited to actual damages, and in no event shall any party be entitled to recover punitive, exemplary, consequential, or incidental damages, including attorney's fees or other such related costs of bringing a claim, or to rescind this agreement or seek injunctive or any other equitable relief.

THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING OUT OF OR RELATING TO THIS AGREEMENT WHETHER SOUNDING IN CONTRACT OR TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.

**PRIVACY:** Personal information collected from Entrants is subject to the Sponsor's Privacy Policies, which can be found at <https://www.pens.com/us/s/privacy-policy>.

**OFFICIAL RULES REQUEST:** To request a copy of the Official Rules, email [social.media@pens.com](mailto:social.media@pens.com).

**WINNERS LIST:** To receive the winner's list for a specific promotion, email [social.media@pens.com](mailto:social.media@pens.com). Please reference the dates of the Promotion Period and Prize of your request.

**SPONSOR:** National Pen Co. LLC, a Delaware limited liability company, 342 Shelbyville Mills Road  
Shelbyville, TN 37160.

**DISCLAIMER:** The Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with Facebook, Twitter or Instagram.

**Void wherever prohibited by law.**