

# ACUITY TRUCK DRIVER APPRECIATION WEEK ESSAY CONTEST RULES

**MANY WILL ENTER, FEW WILL WIN. NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.** The Acuity Truck Driver Appreciation Week Essay Contest administration and verification will be supervised by Acuity, A Mutual Insurance Company. Sponsor's decisions are final and binding. Contest entries are accepted from June 1 through July 21, 2021. To be eligible entries must be postmarked by July 21, 2021 or submitted online by 11:59 p.m. July 21, 2021. Judging will be based on originality, use of language, and creativity of the entry. The two categories will ask contestants to answer one of the following questions:

- "How has a truck driver in your life gone above and beyond during the COVID-19 pandemic?"
- "How has someone in your life gone above and beyond in supporting a truck driver or their family during the COVID-19 pandemic?"

All Entries must be the original work of the Contestant. Plagiarism will result in immediate disqualification. Late entries will not be accepted. Judging period will be from July 22, 2021 through August 9, 2021. Winners will be notified on or before August 15, 2021. Contest void where prohibited.

## Eligibility and Entry Guidelines:

- Contest is open to all truck drivers as well as anyone with a personal connection to a truck driver or a truck driver's family. Contestants must be legal residents of the fifty (50) United States and D.C.
- CONTESTANTS WHO ARE UNDER THE AGE OF MAJORITY IN THEIR JURISDICTION OF RESIDENCE MUST OBTAIN CONSENT OF THEIR PARENT OR LEGAL GUARDIAN TO ENTER.
- Contestants under the age of 13 must have a parent or legal guardian submit their entries electronically.
- One entry per contestant. Contestants may only enter one category.
- Acuity, A Mutual Insurance Company employee and their children members are not eligible to enter.
- CAUTION: Any attempt by a contestant to deliberately damage any web site or undermine the legitimate operation of the contest may be a violation of criminal and civil laws and should such an attempt be made, Acuity, A Mutual Insurance Company reserves the right to seek damages from any such person to the fullest extent permitted by law.
- Acuity, A Mutual Insurance Company is not responsible for technical issues or issues related to deliverability of email submissions.
- Failure to adhere to the contest rules or submission guidelines will result in disqualification from the contest.
- No purchase or payment is necessary to enter or win.

## Entry Requirements and Format:

- Entries must be an essay submission to be considered
- Essays must be submitted online via [Acuity's Truck Driver Appreciation Week Contest webpage](#) or emailed to [ThankYouDrivers@acuity.com](mailto:ThankYouDrivers@acuity.com)
- Entries must be typed
- Entries are limited to essays of no more than **500** words
- Entries may include a photo of both the applicant and the person the applicant is recognizing, but it is not required
- Entries must be the *original and unpublished work of the contestant*
- Entries will **not** be accepted if they contain:
  - Inappropriate words
  - Inappropriate images
  - Mean, cruel or hateful behavior or attitudes
  - Disrespect towards others, whether it be parents, authority figures, or anyone else, including other individuals
  - Violence or other dark or frightening subjects
- This Contest is conducted in American English.

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## Official Entry Form:

- Contest entries are accepted from June 1 through July 21, 2021.
- Entries may be submitted electronically through the online form at [Acuity's Truck Driver Appreciation Week Contest webpage](#) or by emailing them to [ThankYouDrivers@acuity.com](mailto:ThankYouDrivers@acuity.com)
- Entries must be submitted by 11:59p.m. Central Standard Time on July 21<sup>st</sup>, 2021:

## Judging:

All eligible entries will be evaluated and scored by the contest judges based on the following criteria:

- Originality – Uniqueness of the story
- Use of language relevant to the topic
- Creativity in how they express their ideas

The entry with the highest total score will be deemed the First Place Winner. Entries with the second highest scores will be deemed Second Place Winner. Entries with the third highest scores will be deemed Third Place Winner. In the event of a tie, the entry with the highest score for originality followed by creativity will be deemed the winner from among all tying entries. Winners will be notified on or before August 15, 2021. Winners will then be asked to choose which trucking related charity they would like Acuity to donate to in the amount established in the donation part of the corresponding placing below.

## Prizes

### Truck Driver Being Recognized by other

- **One (1) First Place Winner** - \$2,500 Check. In addition, Acuity will donate \$500 to a Trucking charity that you choose from a list of charities selected by Acuity.
- **One (1) Second Place Winner** - \$1,500 Check. In addition, Acuity will donate \$250 to a Trucking charity that you choose from a list of charities selected by Acuity.
- **One (1) Third Place Winner** - \$1,000 Check. In addition, Acuity will donate \$250 to a Trucking charity that you choose from a list of charities selected by Acuity.
- **Prize Acceptance:** Acuity, A Mutual Insurance Company will use reasonable best efforts to notify the winners. In the event that a winner cannot be located within five days of the judging period, the winner shall forfeit the prize and we may elect another winner. A parent or guardian must submit a completed [W9](#) prior to winner claiming a prize; instructions can be found [here](#).
- **Charity:** Winners will be asked to choose one organization from the list of approved charitable organizations to receive a donation from Acuity. The donation will be made directly from Acuity to the selected charitable organization.

### Other person being recognized by Truck Driver

- **One (1) First Place Winner** - \$2,500 Check. In addition, Acuity will donate \$500 to a Trucking charity that you choose from a list of charities selected by Acuity.
- **One (1) Second Place Winner** - \$1,500 Check. In addition, Acuity will donate \$250 to a Trucking charity that you choose from a list of charities selected by Acuity.
- **One (1) Third Place Winner** - \$1,000 Check. In addition, Acuity will donate \$250 to a Trucking charity that you choose from a list of charities selected by Acuity.
- **Prize Acceptance:** Acuity, A Mutual Insurance Company will use reasonable best efforts to notify the winners. In the event that a winner cannot be located within five days of the judging period, the winner shall forfeit the prize and we may elect another winner. A parent or guardian must submit a completed [W9](#) prior to winner claiming a prize; instructions can be found [here](#).
- **Charity:** Winners will be asked to choose one organization from the list of approved charitable organizations to receive a donation from Acuity. The donation will be made directly from Acuity to the selected charitable organization.

### Approved Charities for winners to select (must choose ONE):

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- [St. Christopher Trucker Relief Fund](#) - To help over-the-road/regional semi-truck drivers and their families when an illness or injury has recently caused them to be out of work. Assistance may be in the form of direct payment to providers for household living expenses such as, rent/mortgage, utilities, vehicle payments and insurance. The SCF provides all applicants with information on how to negotiate price reductions with medical providers and hospitals.
- [Truckers Against Trafficking](#) - Truckers Against Trafficking is raising up a mobile army of transportation professionals to assist law enforcement in the recognition and reporting of human trafficking, in order to aid in the recovery of victims and the arrest of their perpetrators.
- [Women in Trucking Foundation](#) - The Foundation raises funds from individuals, foundations, and corporations, to make scholarships available to women the trucking industry, in the fields of Safety, Driving, Technical and Leadership. We exist to help turns jobs into careers through education and training.

### Applicable to ALL Prize Categories:

- **Taxes:** Winners will be solely responsible for any federal, state, or local taxes on winnings.
- **Winners List:** For a winners list, check the website on or after August 15, 2021. If necessary, you can phone Acuity, A Mutual Insurance Company to request the winners list via U.S. mail.

### Rights Associated with Contest:

- By participating in this Contest, Contestant agrees that the Entry shall be judged per these Official Rules, and Contestant hereby binds himself/herself to these Official Rules, the Acuity, A Mutual Insurance Company privacy policy and the decisions of the judges.
- By entering this Contest, Contestant explicitly releases, discharges and holds harmless Acuity, A Mutual Insurance Company and its employees, officers, directors, and agents (collectively, the "Contest Entities"), and their successors and assigns, one and all, from any and all liability, actions, causes of action, damages, actual, incidental or consequential, claims and demands whatsoever in law or equity, including all "costs," which he/she now has or may acquire, by reason of any personal injury, death, loss of or damage to property, or any reason, occurring during or arising out of his/her participation in the Contest.
- The Contest Entities make no warranty, guarantee or representation of any kind concerning the prizes; and disclaim any implied warranty.
- The right to receive any prize is non-assignable and non-transferable and no prize substitution, extension, transfer, exchange or cash equivalent will be allowed.
- All federal, state and local laws and regulations apply.
- If any provision of this Contest shall be deemed to violate any federal, state or municipal law, it shall be amended to conform to such law only to the extent necessary to conform to such law, and all other provisions shall remain in full force and effect.
- Acuity, A Mutual Insurance Company shall not be responsible for technical, pictorial, typographical or editorial errors or omissions in any marketing materials or these Official Rules.
- Except where prohibited by law, by participating in this Contest, Contestant agrees that:
  - All issues and questions concerning the Contest and these Official Rules shall be governed by Wisconsin law without giving effect to any principles of conflicts of law of any jurisdiction.
  - Contestant agrees that any action at law or in equity arising out of or relating to this Contest shall be filed only in the state or federal courts located in Wisconsin and Contestant hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action.
  - Except where prohibited by law, by participating in this Contest, Contestant agrees that:
    - Any and all disputes, claims, and causes of action arising out of or connected with this Contest shall be resolved individually, without resort to any form of class action; and

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- Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Contest but in no event attorneys' fees; and
- Under no circumstances will any Contestant be permitted to obtain awards for and hereby waives all rights to claim 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.
- Contestant shall not be entitled to recover any consequential, incidental or punitive damages, and in no event attorneys' fees or "costs." Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above may not apply to you.
- Contestant waives any right to seek to obtain equitable relief in any manner and that Contestant's sole remedy against Acuity, A Mutual Insurance Company shall be limited to monetary damages at law, if any.
- Except where prohibited by law, each winner grants (and agrees to confirm this grant in writing, if requested) permission for Acuity, A Mutual Insurance Company and those acting under its authority to use his/her name, photograph, and/or likeness, for advertising and/or publicity purposes in any and all media now know or hereinafter invented without territorial or time limitations and without compensation. Winners may be required to complete, sign and return an Essay Consent and Release Form within seven (7) business days of attempted notification or prize may be forfeited. Prizes won by an eligible Contestant who is a minor in his/her state of residence will require parent or legal guardian to sign and return all required documents.
- All entries, and any copyrights therein, become the sole property of Acuity, A Mutual Insurance Company.
- By entering, Contestants agree to abide by the above stated rules, and warrant that their entry is an original work and does not infringe upon or violate rights of any third party, and grant to Acuity, A Mutual Insurance Company the right to edit, publish, promote, and otherwise use their entry materials without permission, notice or compensation.
- By submitting an entry, each Contestant (as consented to by parent or guardian) assigns all right, title, and interest in and to the entry to Acuity, A Mutual Insurance Company and warrants that the Contestant (parent or guardian on behalf of the child) has the authority to assign such right, title, and interest. Acuity, A Mutual Insurance Company shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, or alter, the entry for any purpose which Acuity, A Mutual Insurance Company deems necessary or desirable, and each Contestant (as consented to by parent or guardian) irrevocably waives any and all so-called moral rights they may have in the entry submitted by him or her. Each Contestant (as consented to by parent or guardian) hereby acknowledges that such Contestant does not reserve any rights in and to the entry.
- In the event that any applicable law requires certain formalities to be fulfilled to effectuate such grant of rights, each Contestant (parent or guardian on behalf of the child) agrees to cooperate with Acuity to achieve fulfillment of such formalities.
- No royalties will be paid at this or any time.

**Sponsor:** Acuity, A Mutual Insurance Company, 2800 South Taylor Drive, Sheboygan, WI 53081