

PENTEL OF AMERICA, LTD. PRESENTS: "PENTEL HANDWRITING CHALLENGE" PROMOTION. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. SOCIAL MEDIA ENGAGEMENT SUCH AS TAGGING IMAGES ON INSTAGRAM IS VOLUNTARY. DETAILS AND QUALIFICATIONS FOR PARTICIPATION MAY APPLY. NEED NOT BE PRESENT TO WIN. NO SUBSTITUTION WILL BE ALLOWED AND PRIZES MAY NOT BE REDEEMED FOR CASH OR OTHER CONSIDERATION. VOID WHERE PROHIBITED. Participation and Prize Redemption Require Internet Access And A Valid Email Address.

OFFICIAL WINNERS MAY BE REQUIRED TO SIGN AN AFFIDAVIT OF ELIGIBILITY AND A RECEIPT. Taxes, Where Applicable, Are The Sole Responsibility Of The Winner.

1. PROMOTION DESCRIPTION. This PENTEL HANDWRITING CHALLENGE Promotion consists of weekly random drawings for prizes in which one (1) winner per week (total of 3 winners) will be selected from eligible entries via social media participation on Facebook[®], Twitter[®] and Instagram[®] or via the alternative method of entry ("Pentel Handwriting Challenge"). Void where prohibited. These Official Rules govern the Pentel Handwriting Challenge Promotion. Pentel of America, Ltd. is hereinafter called "Sponsor".
2. PROMOTION PERIOD. The Pentel Handwriting Challenge Promotion starts on January 9th, 2017 at 12:00:00 p.m. Pacific Standard Time (PST) and ends on January 27th, 2017 at 11:59:59 p.m. PST ("Promotion Period"). For the purposes of the Official Rules, a week runs from Monday at 12:00:00 p.m. PST through Friday 11:59:59 p.m. PST. Except for the third week, which runs from Sunday, January 22nd, 2017 at 12:00:00 p.m. PST through Friday, January 27th, 2017 at 11:59:59 p.m. PST. A weekly random prize drawing will be conducted at the conclusion of each week over the course of the Promotion Period ("**Weekly Random Prize Drawing**") and each such Weekly Random Prize Drawing will include all eligible entries received through the termination of the Promotion Period. Sponsor's designated computer is the official time-keeping device.
3. ELIGIBILITY. This Pentel Handwriting Challenge Promotion is open only to eligible legal residents of the 50 United States and the District of Columbia (the "Territory") who at the time of entry are thirteen (13) years of age or older and who are physically located and reside in the Territory. The Pentel Handwriting Promotion is not open to: (a) directors, officers, employees, agents and independent contractors of Sponsor; (b) directors, officers, employees, agents and independent contractors any of Sponsor's parents, affiliates, subsidiaries, professional advisors, consultants and advertising and promotional agencies; (c) immediate family members of persons identified in (a) and (b) above; (d) employees, independent contractors, directors and officers of any entity engaged in the development, production or distribution of Pentel[®] products; (e) employees, independent contractors, directors and officers of any entity retained by Sponsor for the administration of the Pentel Handwriting Challenge Promotion. Each

participant may enter only once as an individual on behalf of himself or herself. All applicable federal, state and local laws and regulations apply.

ONLY ENTRANTS LOGGING ONTO THE INTERNET FROM WITHIN THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA ARE ELIGIBLE TO ENTER THE PROMOTION. YOU MAY NOT PARTICIPATE IF YOU ARE NOT A LEGAL U.S. RESIDENT AND PHYSICALLY LOCATED AND RESIDING IN THE U.S. AT THE TIME OF ENTRY. IF YOU DO NOT MEET ANY OF THESE REQUIREMENTS, OR ANY OTHER ELIGIBILITY REQUIREMENTS IN THESE OFFICIAL RULES, YOU ARE NOT ELIGIBLE TO WIN ANY PRIZE AND SPONSOR RESERVES THE RIGHT NOT TO AWARD ANY PRIZE TO YOU.

4. **AGREEMENT TO OFFICIAL RULES.** Each eligible participant who enters the Pentel Handwriting Challenge Promotion (each a “Participant” or “you”), and his or her parent or legal guardian if the Participant is an eligible minor, unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor, which shall be final and binding with respect to all aspects of the Pentel Handwriting Challenge Promotion.

5. **VERIFICATION OF ELIGIBILITY.** A potential winner is not a recipient of the prize until he or she has been verified by Sponsor to be eligible, in compliance with these Official Rules and named the winner (“Verification”).

6. **METHODS OF ENTRY.**

Activity Method: To enter the Pentel Handwriting Challenge Promotion via social media participation on Facebook®, Twitter® or Instagram® (“**Activity Method**”) you must, during the Promotion Period: (1) Log into your Facebook®, Twitter® or Instagram® account (if you do not have an account, you can sign up for a free account by downloading the Facebook®, Twitter® or Instagram® iOS or Android app from Apple®’s App Store or Google®’s Google Play onto your social media-enabled mobile device) and (2) tag your post with the hashtag **#PentelChallenge2017**. To gain an entry into the Weekly Random Prize Drawing via the Activity Method of participation for a given week, you must have posted to Facebook®, Twitter® or Instagram® in the manner described above prior to the conclusion of that given week.

Alternative Method of Entry: To enter the Pentel Handwriting Challenge Promotion without posting to Instagram® (“**AMOE Method**”), simply email **social@pentel.com** an email with the Subject Line “Pentel Handwriting Challenge Promotion” and include in the contents of the email your full name, complete address (with ZIP Code), date of birth, email address and daytime telephone number (with area code). Incomplete, illegible, damaged, incorrectly addressed, late, lost and misdirected entries will not be accepted or acknowledged. AMOE Method entries for any Weekly Random Prize Drawing must be sent during the week of that drawing’s online entry period, and received by 11:59:59 p.m. PST of the Friday of that week. Limit one (1) entry per person using one (1) email

address per weekly entry period (as described in these Official Rules). Entries received from any person, email address and/or Instagram® account in excess of the stated limitation will be void.

Weekly Random Prize Drawings will be conducted at the conclusion of the following weeks in 2016:

Entry Period Number:	Entry Period—Activity Method (all times based on PST)	AMOE Entry Must be received by 11:59:59 PM PST on:	Drawing Date (on or about)	Number of Prize Winners	Prize
Entry Period #1	1/9 – 1/13	1/13	1/14	One (1) Winner selected	One (1) Backpack filled with Pentel® Product
Entry Period #2	1/16 – 1/20	1/20	1/21	One (1) Winner selected	One (1) Backpack filled with Pentel® Product
Entry Period#3	1/22 – 1/27	1/27	1/28	One (1) Winner selected	One (1) Backpack filled with Pentel® Product

1. RELEASE OF INSTAGRAM®. You acknowledge that the Pentel Handwriting Challenge Promotion is in no way sponsored, endorsed or administered by, or associated with Instagram®. You agree to release Instagram® from all liability relating to this promotion. You will release and hold Instagram® harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) for any claim or cause of action arising out of or related to the Pentel Handwriting Challenge Promotion (including without limitation, for injury, loss, expense, death, or damage to person or property), including without limitation the publicity or administration thereof.

2. **RELEASE OF FACEBOOK®.** You acknowledge that the Pentel Handwriting Challenge Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook®. You agree to release Facebook® from all liability relating to this promotion. You will release and hold Facebook® harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) for any claim or cause of action arising out of or related to the Pentel Handwriting Challenge Promotion (including without limitation, for injury, loss, expense, death, or damage to person or property), including without limitation the publicity or administration thereof.
3. **RELEASE OF TWITTER®.** You acknowledge that the Pentel Handwriting Challenge Promotion is in no way sponsored, endorsed or administered by, or associated with Twitter®. You agree to release Twitter® from all liability relating to this promotion. You will release and hold Twitter® harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) for any claim or cause of action arising out of or related to the Pentel Handwriting Challenge Promotion (including without limitation, for injury, loss, expense, death, or damage to person or property), including without limitation the publicity or administration thereof.
4. **ODDS OF WINNING.** **The actual odds of winning will depend on the actual number of eligible entries received for a given week's Weekly Random Prize Drawing.**
5. **RANDOM DRAWING.** There will be one (1) winner selected for each of the three Weekly Random Prize Drawings conducted. Winners will be selected in a computerized random drawing from among all eligible entries received. Winners will be notified by email on or about one (1) week following the Drawing Date.
6. **Approximate Retail Values ("ARV") for Promotion Prizes are based the manufacturer's suggested retail price in the Territory at the start date of the Promotion Period. Actual values may vary. All prices are denominated in US Dollars. The total ARV for all prizes to be offered in the Pentel Handwriting Challenge Promotion is \$750.**

Promotion Prizes include the following for each winner ("Promotion Prize List"): One (1) Backpack and a selection of Pentel® products. Three (3) Promotion Prizes available. ARV: \$250. The brand, type, model, specifications, price up to the approximate retail value and all other details of the Prize will be selected by Sponsor in its sole discretion. Actual value may vary based on the Prize selections.

1. **GENERAL PRIZE RESTRICTIONS. ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER. UNCLAIMED PRIZES WILL NOT BE AWARDED.** The awarding of Prizes is subject to Verification and compliance with these Official Rules. If a potential winner cannot accept a Prize as stated that Prize will be forfeited in its entirety. Only the prizes specified above will be awarded. Prizes are not transferable.

Prizes are not redeemable for cash. No substitutions or exchanges (including for cash) is permitted, except that Sponsor reserves the right in its sole discretion to substitute a prize of equal or greater value for any Prize. Other specifications and details associated with Prizes will be selected by Sponsor in its sole discretion. Prizes will be delivered only to an address in the Territory and stated in the claim information completed by the winner. All Prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose or non-infringement. Sponsor will not replace any lost or stolen Prizes. Any costs and expenses not specified herein and associated with the acceptance and use of a Prize as being awarded are the sole responsibility of each winner. "Prize" means any Promotion prize.

2. CLAIMING A PROMOTION PRIZE. Claiming a Prize requires Internet access by computer or electronic device and a valid email address. A potential winner will be sent a potential winner notification by email and any accompanying Verification and Prize claim materials as attachments. The potential winner should follow the instructions and comply with the conditions contained in his or her winner notification. A winner is not a recipient of a Prize until he or she has been verified by Verification as the winner by the Sponsor and has met all of the terms and conditions of these Official Rules. Sponsor reserves the right to disqualify any entrant whose eligibility is in question.

3. CONDITIONS ON PRIZE CLAIMS.

Redemption Deadline: All Prize claim materials received in the winner notification mailing must be completed in full and returned for receipt by the date specified in the notification mailing ("Redemption Deadline"). Receipt after that date will invalidate the Prize claim and cause the Prize to be forfeited. If any potential Prize winner (or such minor's parent or legal guardian) fails or refuses to properly sign and return all Prize claim materials by the Redemption Deadline or if the Prize claim documents or a prize is returned as unclaimed or undeliverable to any potential winner, such potential Prize winner will be disqualified and/or otherwise forfeits his or her Prize. Prize claim materials become the sole property of Sponsor and will not be returned.

Eligibility: Sponsor reserves the right to disqualify any entrant whose eligibility is in question. Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process or the operation of this promotion or any applicable Instagram® applications; misappropriates, infringes upon or violate the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person; defames any person or entity, or violates any law; impersonates any person or entity or misrepresents an affiliation with any other person or entity; inserts entrant's own or a third party's advertising, branding, or other promotional content into any social media content to further any commercial or promotional purposes; posts any entry social media content that is offensive, defamatory, harmful, deceptive, inaccurate, not consistent with Sponsor's image or reputation, or otherwise inappropriate; acts in an

unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other individual; or violates these Official Rules.

CAUTION: ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE FACEBOOK®, TWITTER®, INSTAGRAM® OR ANY WEBSITE RELATED TO PENTEL HANDWRITING CHALLENGE PROMOTION OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF THESE OFFICIAL RULES AND OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. ANY PERSON ATTEMPTING TO FORGE PRIZE CLAIM MATERIALS OR DEFRAUD SPONSOR IN ANY WAY IN CONNECTION WITH THE PENTEL HANDWRITING CHALLENGE PROMOTION MAY BE PROSECUTED TO THE FULLEST EXTENT PERMITTED BY LAW.

Participants assume all risk of loss, damage, destruction, delay and misdirection of Prize claim materials and are advised to obtain insurance where appropriate. Sponsor shall not be held responsible or liable for failure to contact potential winners who provide incomplete or incorrect contact information.

1. Identity of the Participant: In the event of a dispute as to the identity of a potential winner entry will be deemed submitted by the authorized account holder of the email account for the email address provided in such entry. The authorized account holder for an email account shall be the natural person to whom the applicable email address has been assigned by the Internet access provider, service provider or other online organization responsible for assigning email addresses for the domain associated with the submitted email address. A potential winner may be requested to provide the Sponsor with proof that the potential winner is the authorized account holder of the email address associated with the winning submission. If a dispute cannot be resolved to Sponsor's sole satisfaction, the submission will be deemed ineligible and the potential winner will be disqualified.
2. Affidavit and Release. As a condition of being awarded any Prize, each potential winner may be required to execute and deliver to Sponsor a signed affidavit of eligibility and acceptance of these Official Rules and release of liability, publicity, and or any other legal, regulatory or tax-related documents required by Sponsor in its sole discretion.
3. Prize Notification. Once the potential winner has been verified by Verification and found to be in compliance with these Official Rules, the potential winner becomes an official winner. Sponsor will attempt to notify the official winner by email and thereafter the official winner will be awarded his or her Prize.

1. **DISPUTES AND LIMITATION OF LIABILITY.** Each Participant agrees that: (1) any and all disputes, claims, and causes of action arising out of or in connection with this promotion or these Official Rules shall be resolved individually, without resorting to any form of class action, and any judicial proceedings shall take place in a federal or state court within the State of California and shall be governed by, and construed in accordance with, the internal laws of the State of California including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's or jurisdiction's laws; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this promotion, but in no event attorneys' fees; and (3) under no circumstances will Participant be permitted to obtain awards for, and Participant 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.

2. **RELEASE AND INDEMNITY OF SPONSOR; DISCLAIMER.** By participating in any way in the Pentel Handwriting Challenge Promotion, you accept and agree to release and hold harmless Sponsor and its retailers, suppliers, distributors, manufacturers, advertising and promotion agencies, professional advisors and consultants, promotion administrators, and their respective parents, successors, affiliates, subsidiaries, directors, officers, employees, agencies, agents, representatives and independent contractors (collectively, "Released Parties") from ANY AND ALL liability of any injuries, losses or damages of any kind caused by or in connection with, in whole or in part, directly or indirectly, the Pentel Handwriting Challenge Promotion, or the delivery, misdelivery, acceptance, possession, use of, misuse of or inability to use any Prize, or travel-related activities, or your transmission of any message, content, information, software, or other materials, and release, indemnify and hold harmless the Released Parties from ANY AND ALL liability of any injuries, losses or damages of any kind, directly or indirectly, for your breach or violation of the law or of these Official Rules (and, as to any and all of the above: including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, copyright infringement, trademark infringement, rights of publicity or privacy, or other intellectual property rights of any person or entity, defamation or portrayal in a false light, whether intentional or unintentional, whether under a theory of contract, tort [including negligence], warranty or other theory). Sponsor reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with Sponsor's defense of such claim.

Released Parties are not responsible for (a) technical, computer, hardware or software errors, interruptions, malfunctions or failures, (b) telephone failures of any kind, (c) lost or unavailable or congested Internet or network connections, (d) any errors or failures of any kind, whether human, mechanical, clerical, or electronic in nature, (e) failed,

incorrect, inaccurate, incomplete, illegible, lost, misrouted, stolen, delayed, late, garbled or distorted or damaged online submission forms (all of which will be deemed void) and communications, whether caused by the sender or by any of the equipment or programming associated with or utilized in this Pentel Handwriting Challenge Promotion, which may limit the ability to participate or by any human error or intervention which may occur in the processing of entries in this Pentel Handwriting Challenge Promotion, or any combination thereof. Released Parties are not responsible for any printing or typographical errors in any materials associated with the Pentel Handwriting Challenge Promotion. Sponsor reserves the right to modify, terminate, or suspend the online submission process should viruses, bugs, non-authorized human intervention or other causes corrupt the administration, security, fairness, or proper play of the Pentel Handwriting Challenge Promotion. Released Parties are not responsible for any injury or damage to any entrant's or any other person's computer related to or resulting from participation in the Pentel Handwriting Challenge Promotion. Sponsor reserves the right to correct any typographical, printing, computer programming or operator errors.

Participants waive the right to assert as a cost of winning, any and all costs of Verification and redemption or travel to claim a Prize and any liability and publicity that may arise from claiming or seeking to claim a Prize.

USE OF WINNER NAME, LIKENESS, ETC. Except where prohibited by law, entry into the Pentel Handwriting Challenge Promotion constitutes unconditional permission to use each entrant's first name, social media content, photograph, video, voice recording, likeness and/or prize information, for all legitimate business purposes, including, without limitation, advertising, promotional or publicity activities, as well as any other purpose associated with this Pentel Handwriting Challenge Promotion, in perpetuity, in any media and throughout the world, in any and all media now known or hereafter developed (including, without limitation, print, broadcast and Internet) without further permission or compensation. Sponsor's rights include, without limitation, the unrestricted right to reproduce, copy, display, publish, publicly perform, store, transmit, broadcast, encode, exhibit, modify, create derivative works of, adapt, distribute, incorporate into, use or otherwise reuse, and license any of the foregoing rights, for any purpose in any media now or hereafter known, in perpetuity, worldwide, in any manner as Sponsor may determine or authorize in its sole discretion, without additional permission, approval or compensation. As a condition of being awarded any Prize, except where prohibited by law, each official winner may be required to execute a consent form to effectuate the foregoing. Sponsor reserves the right to announce the official winners by press release, social media post, at an event, or any combination of them, so long as the announcement comes after notification of the Prize as described by these Official Rules.

1. PRIVACY POLICY. Sponsor will be collecting your personal information, in accordance with its privacy policy. Please review the Sponsor's privacy policy at <http://www.pentel.com/privacy-policy/>. By participating in the Pentel Handwriting

Challenge Promotion, you hereby agree and consent to Sponsor's collection and usage of your personal information for the purposes described in these Official Rules and acknowledge that you have read and accepted Sponsor's privacy policy.

1. GENERAL TERMS.

- a. **Governing Law.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with the Pentel Handwriting Challenge Promotion 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 or provisions (whether of the State of California, or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of California.
- b. **Partial Invalidity.** Any provision of these Official Rules deemed unenforceable or invalid will be enforced to the extent permissible, and the remainder of these Official Rules will remain in effect.

2. **WINNER LIST; RULES REQUEST.** For a copy of the winner list, send an email to social@pentel.com after February 10th, 2017 and before August 10th, 2017 to Sponsor.

Others: Instagram[®] is a registered trademark of Instagram, as part of Facebook[®], Inc.