



**TravelCenters  
of America**

# NOMINATE A DRIVER

Fill out this form to nominate a driver. Anyone can nominate a driver, but drivers cannot nominate themselves. Please take the time to read over the questions, gather testimonials, and mail in the completed form to the address at the bottom of the form. If you need more space to answer questions, you may attach additional sheets to the back of this form. (\*Denotes required field)

## NOMINEE GENERAL INFORMATION

Nominee's name:\* \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip:\* \_\_\_\_\_

U.S.  Canada

Contact information (phone/e-mail):\* \_\_\_\_\_

Birthdate: \_\_\_\_\_

UltraONE account number: \_\_\_\_\_

Married:  Yes  No Spouse's Name: \_\_\_\_\_

Has the driver been nominated before?  Yes  No

## NOMINEE DRIVING HISTORY

How long they have been driving?\* \_\_\_\_\_

Fleet driver\*  Yes  No Name of fleet: \_\_\_\_\_

If no, driver's business name:\* \_\_\_\_\_

How long driving for the current fleet or organization? \_\_\_\_\_

Annual mileage:\* \_\_\_\_\_

Career mileage:\* \_\_\_\_\_

Accident free miles:\* \_\_\_\_\_

Employer:\* \_\_\_\_\_ Address: \_\_\_\_\_ City/State:\* \_\_\_\_\_

Dates: \_\_\_\_\_

Military:  Yes  No

Branch of service (select):

Army  Navy  Marines  Air Force  Coast Guard  Other \_\_\_\_\_

Dates: \_\_\_\_\_

Brief highlights of military career (principal duties, areas of service, citations, medals, etc.):

## NOMINATED BY

Name:\* \_\_\_\_\_

Relationship with nominee:\* \_\_\_\_\_

Email:\* \_\_\_\_\_ Phone:\* \_\_\_\_\_

Address:\* \_\_\_\_\_

City/State/Zip:\* \_\_\_\_\_

## TELL US ABOUT THEM

Read the instruction section below for the types of information that may spell out why your nominee has excellent citizenship qualities. These are suggested areas for you to consider. Each question does not need to be specifically answered. Rather, write the reasons why your nominee has excellent qualities in each. Be as detailed as possible.

**Citizenship:** Citizenship encompasses areas in which a professional driver acts when he or she is around fellow employees, freight customers, dock workers, truck stop employees and motorists. It also includes the way the driver treats his/her neighbors, friends, family and community. Is this driver neat? Do they look professional? Are they polite and respectful of others? Do they lace their language with profanity when upset or do they seek solutions? Are they flexible with changes? What makes this candidate someone the trucking organization is proud of? What makes this candidate someone that his/her community and friends or family are proud of? How does the candidate stand out in the way of Citizenship as they represent themselves and the trucking industry?

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**Safety:** The safety area is comprised of items such as how many miles has this driver driven currently without an accident? Has the candidate ever been honored with any safety awards? What makes this candidate stand out with respect to their approach to driving safely? Might this candidate have saved another's life? Does this candidate have a unique approach to their truck's safety? Does the candidate sit on any safety committees? How does the candidate stand out in the way of Safety that makes them a compelling case for this award?

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**Community Involvement:** Is this candidate involved in any trucking related charities or organizations? Is the candidate involved in any organizations back in their home town? What organizations is the candidate a part of? What does the candidate do for these organizations? Are they coaches, council members, etc.? Do they volunteer when they have the opportunity to do so? What makes the candidate stand out with respect to their Community Involvement or within the industry?

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**Leadership:** Part of the other questions may provide insights into leadership but it can be addressed more specifically here. Does the candidate have any organizations whereby he/she has a leadership position? Does he/she volunteer when needed (cite examples)? Does the candidate lead by example? In what way and with what behaviors do their leadership qualities stand out? What makes this candidate stand out with respect to Leadership?

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## TELL US ABOUT THEM (CON'T)

**Health & Wellness:** Does the candidate try to live a healthy lifestyle? Has the candidate recently lost weight by living a healthier lifestyle? Are they physically active? How so? Even if they still stand to lose weight or get healthier, what efforts are they making to bring a healthier lifestyle to their lives? What makes this candidate stand out with respect to Health and Wellness?

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**Other considerations:** What other information do you want the judges to know about this candidate? What makes them a unique and worthy candidate for Citizen Driver?

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**Testimonials:** Add as many free-form testimonials from family, friends, co-workers, community members and/or and/or other leaders as desired. Testimonials, Pictures and copies of Awards can be sent to [citizendriver@robustpromotions.com](mailto:citizendriver@robustpromotions.com), just be sure to include the name of the nominated driver in the subject line of your email. You may also mail these items to 2021 Citizen Driver Nomination, c/o Robust Promotions LLC, 164 S. Myrtle Avenue, Ste. 1, Villa Park, IL 60181.

**Please include the name of the nominated driver when mailing additional information.**

**I hereby represent that I have perpetrated no fraud or deception in nominating this driver. I declare that the foregoing is true and accurate.**

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Signature

## 2021 Citizen Driver® Contest

### Official Rules

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR ABILITY TO WIN.**

**CONTEST PERIOD:** The nomination period for the 2021 Citizen Driver® Contest (the “Contest”) begins July 1, 2020 and nominations must be received by September 30, 2020 (the “Nomination Period”).

**NOMINATOR ELIGIBILITY:** To submit a nomination, you must be a legal resident of the fifty (50) United States, District of Columbia or Canada (excluding Quebec) who is eighteen (18) years of age or older (each, a “Nominator”). Nominators may not be employees, directors or officers of TA Operating LLC (the “Sponsor”), or its affiliates, subsidiaries and advertising/promotion agencies and the immediate families (spouse, parent, child, sibling, grandparent, and spouse and “step” of each) and members of the same household of each, however employees of Sponsor’s TA and Petro branded retail locations who are otherwise eligible may be Nominators. The Contest is void in Quebec and where prohibited by law.

**NOMINEE ELIGIBILITY:** Nominee, at time of nomination and throughout Contest period and prize awarding period, must (i) be a licensed over-the-road professional truck driver; (ii) be currently employed as an over-the-road professional truck driver or actively driving as an over-the-road professional truck driver as an owner or in an independent contractor capacity; (iii) not have been issued any tickets or moving violations in the past five (5) years; (iv) be 21 years of age or older and be a legal resident of the United States or Canada (excluding Quebec); (v) never have been arrested, charged or convicted of a misdemeanor or felony; (vi) have no unresolved tax liens and have not filed for bankruptcy in the last ten (10) years; (vii) have no offensive and/or seemingly threatening social media posts (in Sponsor’s sole discretion); and (viii) be a registered member of the UltraONE® or UltraONE® Expediter Driver Rewards Club Programs (each, a “Program”). Program registration and membership are free. To apply for a Program membership apply at a kiosk at any TravelCenters of America® or Petro Stopping Centers® location, or on-line at [www.ta-petro.com/ultraone](http://www.ta-petro.com/ultraone).

**NOMINATION:** TravelCenters of America seeks to recognize over-the-road professional truck drivers who evoke public respect for the truck driving profession. Nomination forms will be available online at [www.ta-petro.com](http://www.ta-petro.com) during the Nomination Period. To nominate a long haul-truck driver (or a husband/wife owner/operator team) (“Nominee”), complete the nomination form and follow the directions to submit the nomination form, or you may print the nomination form and mail it to: 2021 Citizen Driver Nomination, c/o Robust Promotions LLC, 164 S. Myrtle Avenue, Suite 1, Villa Park, IL 60181. All nomination forms (including mailed nomination forms) must be received during the Nomination Period. You may not nominate yourself. Nominations become the property of Sponsor and will not be returned. If the same person or husband/wife owner/operator team is nominated more than one time, all nominations for that person or husband/wife owner/operator team will be combined.

Nominee must meet all of the Nominee eligibility requirements and the nomination form must be fully completed for the Nominee to be considered an “Eligible Nominee.” Only fully completed nominations are eligible. Proof of nomination submission will not be deemed to be proof of receipt by Sponsor.

**BACKGROUND CHECKS AND QUALIFIED NOMINEES:** Sponsor’s representative will contact all Eligible Nominees for their consent to participate in the Contest and those Eligible Nominees who elect to participate shall be referred to herein as “Participating Nominees.” Sponsor or its representative will conduct a Background Check on all Participating Nominees (as detailed below). Participating Nominees who pass the Background Check, as solely determined by

Sponsor, will be deemed “Semi Finalists” and shall proceed to the judging phase of the Contest.

**Background Checks:** Participating Nominees will be required to submit to, and cooperate in, a confidential background check to confirm eligibility and to help ensure that the use of any such person in advertising or publicity for the Contest will not bring Sponsor into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Contest or the Sponsor as determined by Sponsor in its sole discretion. Participating Nominees must agree to such background check as a condition to further participation and consideration in the Contest, and understand and agree that Sponsor may disqualify them if they fail to consent to a background check or based on the results of the background check, at Sponsor’s sole discretion. For husband/wife owner/operator teams, both individuals must submit to and pass the background check for the team to qualify and/or move forward in the Contest (one team member may not move forward without the other).

Background check intake forms will be sent via email. Failure to return the intake forms as required will result in forfeiture of the opportunity to move forward in the Contest, and such Nominee will be removed from further consideration in the Contest.

By agreeing to allow a nomination to proceed for consideration by the judges, nominees must fully and unconditionally agree to be bound by these Official Rules and the decisions of Sponsor, which will be final and binding in all matters relating to the Contest. If you do not wish to have your nomination considered further, please call 800-925-5732 to Opt-out of the Contest within twenty (20) days of receipt of Notice of Nomination letter.

**SELECTION OF FINALISTS AND GRAND PRIZE WINNERS:** Sponsor’s representative will review the nominations of all Semi-Finalists and evaluate the nomination of each Semi-Finalist giving equal weight (fifty percent (50%) each) to the following two Judging Categories: (i) the Nominee’s safe driving record (“Safety Record”) and (ii) the Nominee’s character based on citizenship, community involvement, leadership, health & wellness and/or other significant life experiences as reflected in the information provided in the nomination (“Citizen Driver Categories”). The ten (10) Semi-Finalists with the highest combined scores in the Judging Categories will be named the “Finalists.” If there is a tie in determining the Semi-Finalists, the tied individuals will be re-evaluated by the judges and ranked on their Safety Record and the Semi-Finalist who has the higher ranking will win the tie-breaker. Finalists will be notified by Sponsor’s representative and will be asked to submit up to eight (8) letters of recommendation/testimonials and copies of any awards they have received and any photographs they wish to share in support of their nomination (“Nominee Supporting Information”). The nominations along with any Nominee Supporting Information submitted by the Nominee will be combined to form a “Nominee Dossier,” which will be sent to a panel of six (6) judges, comprised of trucking industry experts, for final judging based on overall impression of the Finalist to be a top representative of the over-the-road trucking industry based on all information available. Sponsor guarantees that two (2) ranking Finalists will be named the “Grand Prize Winners,” subject to verification; but depending on the caliber of Finalists (in Sponsor’s sole discretion) Sponsor reserves the right, but not the obligation, to name up to an additional four Grand Prize Winners, based on ranking. If there is a tie in the ranking of the Finalists to determine the Grand Prize Winners, the tie will be broken by Sponsor based on Sponsor’s determination of which tied Finalist has a more compelling story as reflected in the Citizen Driver Categories. The verified Grand Prize Winners will be invited to attend the TA/Petro 2021 Citizen Driver Award Ceremony (the “Award Ceremony”) where they will be presented on stage. Grand Prize Winners will be officially notified by email on or about January 28, 2021 and may also receive a congratulatory phone call notification.

**PRIZES:** (All prizes/prize values are stated in U.S. Dollars. Prizes are awarded to the Nominees. The person submitting the nomination is not eligible to win any prize in this Contest.)

**Semi-Finalist Prize:** (awarded to all Semi-Finalists – actual number depends on number of qualified nominations received)

- 2,500 UltraONE points

*Approximate Retail Value (“ARV”) Semi-Finalist Prize: \$25.00*

**Finalist Prize:** (ten (10) to be awarded) In addition to the prize already received as a Semi-Finalist, each Finalist will also be awarded the following:

- 10,000 UltraONE points
- Copy of Personal Dossier reviewed by Judges
- ARV of Finalist Prize: \$100.00

**Grand Prize:** (two (2) to be awarded) In addition to the prizes already received as a Semi-Finalist and Finalist, each Grand Prize Winner will also be awarded the following:

- A marker with Grand Prize Winner’s name on it at or within a TA/Petro travel center dedicating that TA/Petro travel center to the Grand Prize Winner for a period of time to be determined by Sponsor in its sole discretion (the type of marker and placement of the marker is in Sponsor’s sole discretion and is subject to local zoning laws, space availability and other factors which may be within or outside Sponsor’s control).
- 10,000 UltraONE points
- Winner’s choice of either a \$750 travel voucher to attend the Award Ceremony (location TBD) or economy class airfare for the Grand Prize Winner and one guest to attend the Award Ceremony from a gateway airport
- \$250 (U.S.) for travel expenses (awarded in the form of a check) for attendance at Award Ceremony
- Double occupancy standard hotel accommodations for Grand Prize Winner and one guest in city where Awards Ceremony is being held for two (2) nights coinciding with the Awards Ceremony.
- \$2,500 in cash (awarded in the form of a check) to the Grand Prize Winner and \$2,500 donation to Grand Prize Winner’s charity of choice\*
- Honored live on stage at the Award Ceremony
- Dedication Ceremony for Grand Prize Winner and up to thirty (30) guests at the TA/Petro travel center dedicated in honor of Grand Prize Winner on TBD date in Spring/Summer 2021 (Grand Prize Winner and guests are responsible for travel costs associated with attending dedication ceremony).

*ARV of each Grand Prize: \$3,850.00 (U.S.)*

\*The charity must be in keeping with Sponsor’s desired image, must not promote hate activity or violence toward any individuals or groups, must support lawful and honorable purposes, and must be a valid 501(c)(3) tax exempt organization. If Grand Prize Winner does not designate a charity that meets Sponsor’s criteria and is approved by Sponsor, Sponsor may name a charity of its choice on Grand Prize Winner’s behalf. Charitable donation will be made directly to the charity, and the Grand Prize Winner may not claim the donation as a charitable deduction.

Total ARV of all Prizes in this Contest is at least \$8,700 (U.S.) (the value of the Finalist and two (2) Grand Prizes combined) plus however many Semi-Finalist Prizes are claimed. Each

Grand Prize Winner will be provided with a list of available TA/Petro travel centers and asked to list five (5) available TA/Petro travel centers they would like dedicated in their honor (1-5 in order of preference) and Sponsor will select one of those travel centers in its sole discretion, if available, to dedicate to said Grand Prize Winner with a marker identifying said Grand Prize Winner of Sponsor's choosing. A travel center shall remain dedicated in honor of a Grand Prize Winner for a period of time to be determined by Sponsor in its sole discretion. Sponsor may remove a Grand Prize Winner's historical marker and/or dedication from the designated travel center at any time, for any reason, in Sponsor's sole discretion. Sponsor may remove a Grand Prize Winner's historical marker and/or signage from the designated travel center due to any action or conduct by a Grand Prize Winner (including past or present action or conduct) that is illegal, immoral or in any way negatively affects the Sponsor's image by virtue of the association between a Grand Prize Winner and Sponsor, as determined by Sponsor's sole discretion, as well as if a Grand Prize Winner endorses or otherwise becomes affiliated publicly with any competitor of the Sponsor. This element of the prize has no cash value and no Grand Prize Winner will be entitled to any compensation if his/her marker and/or dedication is removed from a travel center. A travel center that has been dedicated for the winner of a previous Citizen Driver contest is not considered to be an available travel center, unless otherwise determined by Sponsor.

Grand Prize winners are not required to attend the Award Ceremony in order to receive the Grand Prize, however in the event a Grand Prize winner chooses not to attend the Award Ceremony, the portions of the Grand Prize relating to travel to the Award Ceremony will be with no further obligation to the Grand Prize winner. In the event the Award Ceremony does not or cannot take place for any reason, Sponsor will award the remaining elements of the Grand Prize, with no further obligation to the Grand Prize winner.

Prizes are non-transferable (if a Nominee becomes disqualified due to a change in eligibility, including if he/she is deceased at the time a prize is to be awarded, the prize will be forfeited). No substitutions or cash redemptions will be made at request of a winner; however, Sponsor reserves the right to substitute a prize of comparable or greater value. UltraONE® Points are subject to the applicable Program rules available at [www.ta-petro.com/ultraone](http://www.ta-petro.com/ultraone) All taxes on prizes are the sole responsibility of the winners. Unclaimed prizes will not be awarded.

**NOTIFICATION AND VERIFICATION:** All potential Semi-Finalists, Finalists, and Grand Prize Winner(s) will be officially notified via email and/or phone (the "Winner Notification"), and prizes will be awarded by mail following winner verification. The Sponsor will also attempt to contact Nominees via telephone, Monday-Friday between 9:00 AM ET and 6:00 PM ET. Depending on the potential winner's prize level and nationality (U.S. or Canadian), the Winner Notification may include a Declaration of Eligibility/Confidentiality form/Liability and Publicity Release (or, for Canadian Residents, a Declaration and Complete Release and Waiver form), confirming understanding, acceptance and compliance with these Official Rules, acceptance of the prize(s) as offered and a release releasing Sponsor and the Contest Entities (as defined below) with respect to any and all injuries, accidents, loss or misfortunes related to the conduct of the Contest, awarding of any prize(s), and use and enjoyment of the awarded prize(s). Guests of Grand Prize Winners may not be minors unless Grand Prize Winner is said minor's parent or legal guardian. All guests of a Grand Prize Winner must also sign a Liability and Publicity Release before travel arrangements will be booked or prize(s) will be forfeited. Said form(s) must be signed and returned within ten (10) days from postmark date on Winner Notification, or prize(s) may be forfeited. If a potential winner is found to be ineligible, declines to accept the prize(s), or in the event that Winner Notification, a prize confirmation or prize is returned undeliverable, the potential winner will be disqualified, his/her prize(s) will be forfeited and, at the Sponsor's sole discretion, prize(s) may be awarded to an alternate winner. Potential winners may be required to furnish proof of identification. Grand Prize Winners may be required to provide valid credit card at hotel check in to cover any hotel incidentals and damages. Grand Prize Winners are responsible for any expenses associated with prize and

travel not specifically set forth herein as being covered by Sponsor.

If a potential Grand Prize Winner resides in the United States he/she must complete a W9 form before receiving the prize. If the W9 form is not signed and returned within 10 days from the send date, the Grand Prize Winner forfeits said prize and an alternate potential winner may be selected. Grand Prize Winner(s) will receive a 1099 tax form at the end of that year for the value of the prize.

Nominees agree to keep their status as a potential Grand Prize Winner confidential and not to disclose this to anyone except immediate family members and/or employers (provided they also agree not to disclose nominee's status as a potential Grand Prize Winner), until such time as Sponsor publicly announces the Grand Prize Winner(s) at the 2021 TA/Petro Award Ceremony. Nominees agree that if their status as a potential Grand Prize Winner is disclosed by themselves, any immediate family members or employers, Nominee may be disqualified and, if disqualified, will forfeit the Grand Prize.

**RELEASES.** By participating, each Nominee and winner agrees (and agrees to confirm in writing, if asked) to indemnify, release and hold harmless Sponsor, its subsidiaries, affiliates, franchises, advertising/promotion agencies, and each of their respective officers, directors, managers, shareholders, employees, representatives, agents, successors and assigns from and against any liability for any injuries, losses or damages of any kind to persons or property resulting in whole or in part, directly or indirectly, from the acceptance, possession, misuse or use of any prize, or participation in this Contest or Contest-related activities including any travel related thereto. Where legal, by accepting prize(s), each prize winner grants to Sponsor and its designees the right to use his/her name, photograph, likeness, voice, and other indicia of identity for advertising, publicity and promotional purposes in any and all media now known or hereafter developed without territorial or time limitations.

**GENERAL TERMS:** Sponsor, its subsidiaries, affiliates, franchises, advertising/promotion agencies, and each of their respective officers, directors, managers, shareholders, employees, representatives, agents, successors and assigns (the "Contest Entities") shall not be held responsible for any delays in awarding prizes for any reason outside of their control; or for lost, late, illegible, incomplete, invalid, unintelligible, misdirected, postage-due, damaged, technically corrupted or garbled nominations or mail, or for problems of any kind with the entry, nomination or notification process, whether mechanical, human or electronic in nature.

By agreeing to allow his/her nomination to proceed for consideration by the judges, a Nominee agrees (a) to release Sponsor and the Contest Entities from any and all liability, loss or damage incurred with respect to the awarding, receipt, possession, and/or use or misuse of any prize, (b) under no circumstances will Nominees be permitted to obtain awards for, and Nominees waive all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; and (c) all causes of action arising out of or connected with this Contest, or Contest-related activities including any travel related thereto, or any prize awarded, shall be resolved individually, without resort to any form of class action. In no event will the Sponsor be liable for more than the maximum potential number of prizes stated in the above. Sponsor reserves the right in its sole discretion to cancel, modify or suspend this Contest at any time for any reason, including if fraud, technical failures, including any network server or hardware failure, viruses, bugs, errors in programming, or any other errors or other causes corrupt the administration, security, integrity or proper play of the Contest.

Any attempt by any individual to deliberately damage or undermine the legitimate operation of this Contest, including but not limited to any fraudulent claims, is a violation of criminal and civil laws. Should such an attempt be made, Sponsor reserves the right to seek remedies and damages from any such individual, to the fullest extent permitted by law, including criminal prosecution. Participants engaging in any of the foregoing activities may be disqualified and

will forfeit any prize(s) won.

In the event of any conflict between any Contest details contained in these Official Rules and Contest details contained in Contest materials (including but not limited to point of sale, television, and print advertising, and other Contest media), the details of the Contest as set forth in these Official Rules and the decisions of the Sponsor shall prevail.

Sponsor and its agents are not responsible for broadcasting, telephone system, interactive voice recording, electronic equipment, computer, software or other system errors, system failures or technical difficulties. Sponsor reserves the right, at its sole discretion, to disqualify any individual (and his/her nomination, manual or electronic) who Sponsor determines to be in violation of these Official Rules.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of a Nominee and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the substantive laws of the State of Ohio without regard to Ohio conflicts of law principles. All Nominees consent to the jurisdiction and venue of the federal, state and local courts for Westlake, Ohio.

The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's employees are not authorized to waive, modify or amend any provision or provisions of these Official Rules in any manner whatsoever.

Personal information collected in connection with this Contest will only be used for the purposes of administering the Contest, as described above.

**WINNERS LIST REQUEST:** For a list of Finalists and Grand Prize winners, send a self-addressed, stamped envelope, for receipt by 3/30/21, to: Robust Promotions LLC, Attn: "2021 Citizen Driver Contest" Winners List, 164 S. Myrtle Avenue, Suite 1, Villa Park, IL 60181. Canadian residents may omit return postage. Winner's List will be sent out after the 2021 Citizen Driver Award Ceremony.

This Contest is solely sponsored by TA Operating LLC, 24601 Center Ridge Road, Westlake, OH 44145-5639, and administered by Robust Promotions, 164 S Myrtle Avenue, Suite 1, Villa Park, IL 60181.