

## **The Chevron Fuel Your School Program — Alameda and Contra Costa Counties in California**

### **1. Agreement and Use**

By accessing and using the [www.FuelYourSchool.com/AlamedaContraCostaCounties](http://www.FuelYourSchool.com/AlamedaContraCostaCounties) website and its contents, you agree to the terms and conditions ("Terms and Conditions") that governs and limits your use of the site and its contents. If you do not agree to be bound by these Terms and Conditions, you should not use the site.

### **2. Program**

Chevron Products Company, a division of Chevron U.S.A. Inc. ("Chevron") will donate \$1 for each 8 gallon or more fuel purchase at participating Chevron-branded and Texaco-branded stations in the cities located in Alameda & Contra Costa Counties, California (the "Counties") to DonorsChoose.org, up to a total amount of One Million Dollars (\$1,000,000). Chevron bases its donations on the number of electronic card transactions (i.e., credit, gift or debit cards) of 8 or more gallons of fuel. At the end of the Program Period, Chevron increases those donations to account for cash transactions of 8 or more gallons of fuel. Since Chevron is unable to track the volume of individual cash transactions, Chevron bases its donation for cash transactions on historical station volume amounts and other data that shows 8 or more gallon cash transactions constitute about ten percent (10%) of the total 8 gallon or more transactions at a particular station. DonorsChoose.org will use Chevron's donations to help fund eligible classroom projects from schools near the participating Chevron-branded and Texaco-branded stations (the "Program"). Up to One Million Dollars (\$1,000,000) is available for funding of the eligible classroom projects. All classroom project requests must be approved by DonorsChoose.org to be eligible for funding.

### **3. Participating Stations**

All Chevron-branded and Texaco-branded stations in the cities of Alameda & Contra Costa Counties, California are participating in this Program.

### **4. Program Period**

The Program Period will begin at 12:00:01 a.m. PDT on October 1, 2017 and is scheduled to end at 11:59:59 p.m. PST on October 31, 2017 (the "Program Period"). Chevron reserves the right to end the Program Period earlier if the One Million Dollars (\$1,000,000) available for funding is achieved.

### **5. How Consumers Participate**

Consumers participate in the Program by visiting participating Chevron-branded and Texaco-branded stations and filling up with a fuel purchase of 8 gallons or more. Chevron bases its donations on the number of electronic card transactions (i.e., credit, gift or debit cards) of 8 or more gallons of fuel. At the end of the Program Period, Chevron increases those donations to account for cash transactions of 8 or more gallons of fuel. Since Chevron is unable to track the volume of individual cash transactions, Chevron bases its donation for cash transactions on historical station volume amounts and other data

that shows 8 or more gallon cash transactions constitute about ten percent (10%) of the total 8 gallon or more transactions at a particular station. Consumers may also independently fund classroom projects on the DonorsChoose.org website by making a separate, individual donation.

## **6. How Schools Participate**

Schools participate by submitting classroom project requests to the DonorsChoose.org website for approval for posting during the Project Submission Period. Schools must be eligible to participate and classroom project requests must be submitted by individual Eligible Project Submitters.

### **a. Eligible Schools**

All K-12 public schools in Alameda & Contra Costa Counties, California are eligible to receive funding.

### **b. Eligible Project Submitters**

Teachers, librarians, guidance counselors and school nurses that meet DonorsChoose.org eligibility requirements at eligible schools may submit classroom project requests.

### **c. Eligible Classroom Project Requests**

Approved Classroom Projects are eligible for Chevron funding if material costs are One Thousand Dollars (\$1,000) or less per project (excluding taxes, vendor or order fulfillment fees and any optional donation to support DonorsChoose.org). Projects must meet DonorsChoose.org eligibility requirements. Additionally, Student Life Essentials Projects and Student-led Projects are eligible for funding through this Program. Field trips and professional development projects are not eligible for funding through this Program. Chevron recognizes the importance of STEM (Science, Technology, Engineering, and Math) education to the future and Chevron encourages classroom project requests that support STEM education.

### **d. Project Submission Period**

The Project Submission Period will begin at 12:00:01 a.m. EDT on September 1, 2017 and is scheduled to end at 11:59:59 p.m. EST on November 3, 2017 (the "Project Submission Period"). Chevron reserves the right to end the Project Submission Period earlier in the event the funds have been exhausted by eligible projects.

### **e. Project Submission Procedure**

Eligible Project Submitters with DonorsChoose.org accounts can log in to their already existing accounts and submit an Eligible Classroom Project Request. Eligible Project Submitters without accounts can request an account at [www.donorschoose.org/teacher](http://www.donorschoose.org/teacher) and then submit an Eligible Classroom Project Request under that account. Chevron will fund up to one (1) posted Eligible Classroom Project Request per Eligible Project Submitter.

**7. How Projects Are Posted and Made Available for Funding**

DonorsChoose.org will review each classroom project request submitted to confirm that the project and submitter meets the eligibility requirements. Once DonorsChoose.org approves the classroom project request, DonorsChoose.org will post the project on its website and the project will be available for funding.

**8. How Projects Are Funded**

**a. Project Funding Period**

The Project Funding Period begins on October 2, 2017 and ends on November 3, 2017 or until all funds have been distributed within the city the funds were earned for Eligible Project Requests. Notwithstanding the foregoing, Chevron, in its sole discretion, may end the Project Funding Period sooner or later if there are available funds from another city or the funds within that particular city have been expended. Once projects are funded, the materials/supplies for the funded project will be fulfilled and distributed by DonorsChoose.org.

**b. Allocation of Earned Funds by City**

Eligible Schools will have their projects funded through fuel purchases at Chevron and Texaco stations located in that Eligible School's city within Alameda & Contra Costa Counties, California. Eligible Schools may not have their projects funded if the \$1,000,000 has been expended or there are not sufficient fuel purchases at Chevron-branded and Texaco-branded stations located in that Eligible School's city within Alameda & Contra Costa Counties. If there are no Chevron-branded or Texaco-branded stations in a particular city within Alameda & Contra Costa Counties, then Eligible Schools within that city will be included with the Eligible Schools in an adjoining city as determined by Chevron in its sole discretion and receive funding based on purchases at Chevron-branded and Texaco-branded stations in that adjoining city. Any funds remaining on or about November 4, 2017 due to lack of Eligible Classroom Project Requests from a particular Eligible School may be reallocated, at Chevron's sole discretion, to Eligible Classroom Project Requests at another Eligible School within that particular County, and if there are no remaining Eligible Classroom Project Requests within that County, Chevron may look to other participating counties for Eligible Classroom Project Requests.

**c. Allocation of Earned Funds Per City, Per Eligible School**

Eligible Classroom Project Requests will be funded on a rotating basis by the order in which they are received and posted on DonorsChoose.org per Eligible School within each city, at Chevron's sole discretion. The order of the Eligible School rotation is initially determined by the earliest date and time that an Eligible Project Request is posted by an Eligible Project Submitter of an Eligible School within that city. Once funding has been completed for an Eligible Project Request at an Eligible School, then the funding will move to the next earliest date and time that an Eligible Project Request is posted from another Eligible School, or at the same Eligible School if no other Eligible

School has posted an Eligible Classroom Project Request, within that city. In the event that an initial Eligible Classroom Project Request is posted at an Eligible School after the order of rotation has already been established within a city, then Eligible Classroom Project Requests posted at that Eligible School will follow at the end of the rotation order and funding for that Eligible School will continue in that order. Chevron reserves the right to change or modify the order in which Eligible Classroom Project Requests are funded in its sole discretion. Consumers may also independently contribute to funding Eligible Classroom Project Requests and/or other posted projects directly through DonorsChoose.org at their discretion.

**d. Limitations on Funding**

Up to One Million Dollars (\$1,000,000) is available in funding by Chevron. Chevron will fund up to one (1) posted Eligible Classroom Project Request per Eligible Project Submitter. Projects of One Thousand Dollars (\$1,000) or less in material costs (excluding taxes, vendor or order fulfillment fees and any optional donation to support DonorsChoose.org) per Eligible Classroom Project are eligible for Chevron funding. Chevron, in its sole discretion, reserves the right to partially fund an Eligible Classroom Project Request in the event that insufficient funds are available to fund an entire project, but in the event that it does so, such action does not mean that other projects will be eligible for partial funding.

**9. Restrictions on Use**

Chevron owns, operates, licenses, or controls the [www.FuelYourSchool\(s\)](http://www.FuelYourSchool(s)) Web site and its contents ("Web Site" and/or "Web Sites"). You may not alter in any way, or take out of context any information from the site(s) so that anything on or from the site(s) can be construed to be inaccurate or incomplete or use any material inappropriately or in violation of the Terms of Use from and governing the Web Site or from any other World Wide Web site that Chevron owns, operates, licenses, or controls, without first obtaining Chevron's permission in writing. Further, you may not use any such material in a way that would tend to be misleading or tend to criticize, disparage or ridicule Chevron or its affiliated companies in any way. All material on Chevron's Web Sites is being made available only to provide information. Unauthorized use or any misuse of the Web Sites is prohibited and may constitute violation of or infringement upon Chevron's intellectual property rights in the Web Sites and their contents.

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**10. Liability Disclaimer**

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**11. Right to Change**

Chevron reserves the right to change, modify, or discontinue the Web Site, the Program or any portion of these Terms and Conditions, including any products and services featured on the Web Site, at any time for any reason without notice at its sole discretion. This Program and any products and services featured on the Web Site may not be available in your area and are primarily available only in the continental United States.

## **12. Communications**

If you send any communication to Chevron through the Web Site by Internet e-mail, you will be sending it to Chevron without any promises or assurances by Chevron that your communication and the information in it will be received or treated as confidential. By sending your communication in this manner, you agree to the use of your personal information as described in the Privacy Policy located at [www.chevron.com/privacystatement](http://www.chevron.com/privacystatement), and that Chevron and its affiliated entities have the right to use, copy, distribute, and publish your communication and the information in it for any purpose whatsoever now and in the future without any obligation to obtain your permission or to compensate you. All communications and their content become the property of Chevron and will not be returned. You must not send us any communication unless it is legal and truthful and will not violate the rights of others and any communication may not contain any materials that misappropriate or infringe any copyright, trademark, or any other intellectual property right of any other person or entity, indecent, or otherwise offensive materials, or any other materials that may be restricted, prohibited, illegal, or limited by federal, state or local laws.

## **13. No Solicitation**

Chevron and its affiliated entities do not accept unsolicited ideas. Therefore, if you send any text, ideas, drawings, slogans, pictures, audio, video, or other information to Chevron through the Web Site by Internet e-mail, your submission will become the property of Chevron and Chevron will have no duty to preserve or return your submission. By sending your submission, you agree that your submission is not confidential nor proprietary and that Chevron and its affiliated entities may use and own your submission for any purpose whatsoever now and in the future without any obligation to obtain your permission or to compensate you.

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#### **17. Jurisdiction**

These Terms and Conditions and all issues and questions concerning the construction, validity, interpretation and enforceability, and any participants rights and obligations, or the rights and obligations of Chevron in connection with the Program are governed, construed, interpreted, and enforced according to the laws of the State of California and the United States of America, without regard to conflict of law rules or principles. In the event there is a discrepancy or inconsistency between disclosures and other statements contained on the Web Site or any Program materials and the Terms and Conditions, these Terms and Conditions shall prevail, govern, and control.

#### **18. Station Locator**

You can find participating Chevron-branded and Texaco-branded stations in Alameda & Contra Costa Counties by accessing the station finder on the main page of [www.FuelYourSchool.com](http://www.FuelYourSchool.com) and entering a zip code in the 'ENTER ZIP' field. Up to ten of the closest participating stations will display on the web page.

**19. Arbitration & Limitation of Further Liability**

Except where prohibited, participants agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with the Program, or the administration of the Program, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration to take place in the state of California pursuant to the Rules of the American Arbitration Association, then effective; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in the Program but in no event will any party be able to recover attorneys' fees; and (3) under no circumstances will a participant be permitted to obtain awards for, and participants hereby waive all rights to, claims of 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 is hereby expressly waived.

**20. Questions/Comments/Concerns**

If you have any questions, comments or concerns, please contact [fuelyourschool@chevron.com](mailto:fuelyourschool@chevron.com).



## The Chevron Fuel Your School Maker Contest Official Rules

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. OPEN TO TEACHERS WHO ARE 18 YEARS OF AGE OR OLDER AT TIME OF ENTRY AND EMPLOYED IN THE ALAMEDA OR CONTRA COSTA COUNTY, CALIFORNIA PUBLIC SCHOOL DISTRICT. CONTEST IS VOID OUTSIDE OF ALAMEDA AND CONTRA COSTA COUNTY, CALIFORNIA.**

**COMMON TERMS USED IN THESE RULES:** These are the Official Rules that govern the Chevron Fuel Your School Maker Contest (the “Chevron Maker Contest” or “Contest”). Chevron Products Company, a division of Chevron U.S.A. Inc. is the “Sponsor” and “Administrator” of the Contest. Potential entrants are referred to as “You,” and eligible participants are also referred to as “You,” as well as “Participant” or “Entrant.”

**ENTRY PERIOD:** The Contest starts at 12:00:01 a.m. EDT on September 1, 2017 and ends on September 15, 2017 (the “Entry Period”). The Contest is subject to all applicable federal, state and local laws and regulations and is void where prohibited by law. By participating, you agree to these Official Rules and to all decisions of the Sponsor/Administrator which are final and binding in all respects.

**PARTICIPANT ELIGIBILITY:** The Contest is open to all full-time educators at a K-12 public school employed by a public school district located in Alameda or Contra Costa County, California who are 18 years of age or older at time of entry, spend at least seventy-five percent (75%) of their time working directly with students not in an administrative capacity, and have a DonorsChoose.org account for posting project requests. If a participant does not have an existing DonorsChoose.org account, they may request an account at [www.donorschoose.org/teacher](http://www.donorschoose.org/teacher). Employees, contractors, directors and officers of Sponsor/Administrator, or any of their subsidiaries, divisions, affiliates, parent companies, retail locations, suppliers, distributors, contest material suppliers, promotion or media partners, printers of contest materials, advertising, promotion or any other agencies or entities involved with the promotion (collectively, the “Contest Entities”) and members of their immediate families (including spouses, parents, grandparents, children, siblings or spouse of any of the foregoing; biological, step or in-law) or households of any of the above, whether related or not, are NOT eligible to participate in this Contest.

**PROJECT ELIGIBILITY:** Science, Technology, Engineering and Math “STEM”-related project requests that include opportunities for students to tinker, build, design, sketch, prototype, take things apart, and/or problem solve and to make meaningful choices related to the project (i.e., choosing a topic or concept that is important to them, choosing specific tools and materials to use, seeking out feedback from peers or additional experts, or choosing an authentic audience to share their creation) (a “Maker Project”) are eligible for entry into the Contest. Participants should review the Contest judging criteria in these Official Rules prior to submitting their classroom project request for entry.

**HOW TO ENTER:** Participants enter the Contest by including the code **CHEVRONMAKER** when they create an eligible classroom project request on DonorsChoose.org for Chevron’s Fuel Your School Program during the Contest Entry Period. Project requests must conform to Chevron’s Fuel Your School Program Rules, which are located at [www.FuelYourSchool.com/AlamedaContraCostaCounties](http://www.FuelYourSchool.com/AlamedaContraCostaCounties). Participating in the Contest does not affect potential project funding in Chevron’s Fuel Your School program. There is a limit of one entry per eligible

participant for the Contest and Chevron’s Fuel Your School Program. However, teachers may continue to create more than one project on DonorsChoose.org separate from the Contest and Chevron’s Fuel Your School Program. Sponsor/Administrator is not responsible for entries that are lost, late, delayed, damaged, incomplete, misdirected or not received for any reason.

**DETERMINATION OF FIRST, SECOND AND THIRD PLACE WINNERS:**

1. DonorsChoose.org will judge all eligible entries and will select up to 30 entries for Maker Ed to judge by September 22, 2017, using the below judging criteria.
2. Maker Ed will judge up to 30 entries selected by DonorsChoose.org to determine First, Second and Third place winners by September 29, 2017, using the same below judging criteria.
3. Winners will be notified and Chevron will fund the winners’ projects during the week of October 2, 2017. The three winners will be announced on the Fuel Your School social media channels.

Judges and Sponsor/Administrator reserve the right to disqualify any entry in their sole discretion for any reason. The judging criteria will be posted on FuelYourSchool.com and DonorsChoose.org on or around August 14, 2017.

**JUDGING CRITERIA:**

Criteria:	Score of 4	Score of 3	Score of 2	Score of 1
<b>Aligns with core STEM concept</b>	<b>Project meaningfully</b> aligns with a STEM concept, such as the Next Generation Science Standards (NGSS) disciplinary core idea or crosscutting concept.	<b>Project includes</b> a STEM concept, such as the Next Generation Science Standards (NGSS) disciplinary core idea or crosscutting concept, <b>as part of the core goal of the project.</b>	<b>Project incorporates</b> a STEM concept, such as the Next Generation Science Standards (NGSS) disciplinary core idea or crosscutting concept, <b>that is central to the project.</b>	<b>Project incorporates</b> a STEM concept, such as the Next Generation Science Standards (NGSS) disciplinary core idea or crosscutting concept, <b>but that concept is not central to the project.</b>

<b>Represents Maker education</b>	<b>Project is student-driven:</b> students tinker, build, design, prototype, take things apart, or problem solve. Project also <b>clearly defines</b> how STEM concepts will be applied.	<b>Project is student-driven:</b> students tinker, build, design, prototype, take things apart, or problem solve. Project <b>mostly defines</b> how STEM concepts will be applied.	<b>Project is somewhat student-driven:</b> students tinker, build, design, prototype, take things apart, or problem solve, <b>and mostly defines</b> how STEM concepts will be applied.	<b>Project is not student-driven:</b> students will not tinker, build, design, prototype, take things apart, or problem solve, <b>and/or project is not clear</b> on how STEM concepts will be applied.
<b>Originality of project and creativity of project plan</b>	Project is innovative and imaginative, creatively bringing a STEM concept to life for students.	Project is mostly innovative and imaginative, bringing a STEM concept to life for students.	Project is somewhat innovative and imaginative, and related to a STEM concept.	Project is not innovative and/or imaginative, and vaguely relates to a STEM concept.
<b>Feasibility of project</b>	Project is feasible for other teachers to reproduce in their classrooms.	Project is mostly feasible for other teachers to reproduce in their classrooms.	Project is somewhat feasible for other teachers to reproduce in their classrooms.	Project is somewhat feasible for other teachers to reproduce in their classrooms.

**WINNER NOTIFICATION AND PRIZES:** Sponsor/Administrator will notify the first, second and third place winners prior to the Bay Area Science Festival by email during the week of October 2, 2017. As part of accepting the first-place prize, the first-place winner must agree to participate in the Bay Area Science Festival and demonstrate the project. If any winner is found not to be eligible or not in compliance with these Official Rules or cannot be contacted or is unable to accept the prize for any other reason, Sponsor/Administrator may, in their sole discretion, disqualify the participant and award that prize to the next highest scored entry in the Contest.

- First Place Prize – One (1) \$5,000 DonorsChoose.org gift code and funding of their project request entry, up to \$1,000.
- Second Place Prize – One (1) \$2,500 DonorsChoose.org gift code.
- Third Place Prize – One (1) \$1,000 DonorsChoose.org gift code.

The approximate retail value of the prizes is \$8,500 and up to \$1,000 for project funding for the First Place winner. Chevron will only fund the amount of the First Place winner’s project up to \$1,000. In the event that the First Place winner’s project entry is under \$1,000 in costs or has been funded by others on the

DonorsChoose.org site, Chevron will not award any difference in the amount to the participant or to another project request.

**PUBLICITY:** Except where prohibited, participation in this Contest constitutes winners consent to the Contest's Entities' unqualified and unconditional use of any winner's name, likeness, photograph, voice, opinions, entry photograph and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

**GENERAL CONDITIONS:** Sponsor/Administrator reserves the right to cancel, suspend and/or modify these Official Rules, the Contest, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor/Administrator's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor/Administrator in its sole discretion. Sponsor/Administrator reserves the right in its sole discretion to disqualify any individual for any reason, including but not limited to those it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. 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/Administrator reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor/Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. In the event that the Contest is canceled or discontinued for any reason, Sponsor/Administrator reserves the right to select a winner from among all eligible entries received before the cancellation or discontinuation of the Contest.

The following terms and conditions apply to participating teachers, classrooms, and schools, referred to as "you" or "the school" entering into the Contest.

1. You agree that the decisions of Sponsor/Administrator and judging panel with respect to any and all aspects of this Contest shall be final and binding.
2. You confirm your eligibility to enter the Contest.
3. You and the school agree to release and hold harmless the Sponsor/Administrator, its parents, affiliates and subsidiaries, agency partners and the judging panel, from any and all liability arising from participation, and/or acceptance, possession or use/misuse of the prizes.
4. You and the school understand that the Sponsor/Administrator is not responsible for any disruptions to the judging process or communication, technical, or otherwise.

**ENTRANT'S PERSONAL INFORMATION:**

Information collected from Entrants is subject to Sponsor/Administrator's Privacy Statement, which can be found at <https://www.chevron.com/privacy>.