

## **The Chevron Fuel Your School Program — Monterey County in California**

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

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### **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 Monterey County, California (the "County") to DonorsChoose.org, up to a total amount of One Hundred Twenty-Five Thousand Dollars (\$125,000). 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 Hundred Twenty-Five Thousand Dollars (\$125,000) 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 Monterey County, California are participating in this Program.

### **4. Program Period**

The Program Period will begin at 12:00:01 a.m. PDT on October 1, 2018 and is scheduled to end at 11:59:59 p.m. PDT on October 31, 2018 (the "Program Period"). Chevron reserves the right to end the Program Period earlier if the One Hundred Twenty-Five Thousand Dollars (\$125,000) 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 Monterey County, 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 9:00:00 p.m. EDT on September 30, 2018 and is scheduled to end at 11:59:59 p.m. EDT on October 31, 2018 (the "Project Submission Period"). Chevron reserves the right to modify or change the Project Submission Period in its sole discretion.

### **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 3, 2018 and ends on November 3, 2018 or until all funds have been distributed within the city the funds were earned for Eligible Project Requests. Chevron will designate one day per week during the Project Funding Period when projects are funded through the Program (i.e. each Wednesday) or another day if the last designated day falls before the Program Period end date. Project funding will be based on fuel sales through two days before the designated funding date or the end of the Program Period. 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 Monterey County, California. Eligible Schools may not have their projects funded if the \$125,000 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 Monterey County. If there are no Chevron-branded or Texaco-branded stations in a particular city within Monterey County, 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, 2018 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 direct any remaining funds to Eligible Classroom Project Requests in other participating counties, or for any other use through DonorsChoose.org at a later date and/or in any other market, in its sole discretion.

**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 Hundred Twenty-Five Thousand Dollars (\$125,000) 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**

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**18. Station Locator**

You can find participating Chevron-branded and Texaco-branded stations in Monterey County 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).