

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

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

By accessing and using the [www.FuelYourSchool.com/SanJoaquin](http://www.FuelYourSchool.com/SanJoaquin) 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 San Joaquin County, California (the "County") to DonorsChoose.org, up to a total amount of Three Hundred Fifty Thousand Dollars (\$350,000). 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 Three Hundred Fifty Thousand Dollars (\$350,000) 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 San Joaquin 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 Three Hundred Fifty Thousand Dollars (\$350,000) 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 San Joaquin 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 San Joaquin County, California. Eligible Schools may not have their projects funded if the \$350,000 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 San Joaquin County. If there are no Chevron-branded or Texaco-branded stations in a particular city within San Joaquin 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 Three Hundred Fifty Thousand Dollars (\$350,000) 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.

### **Chevron's Location**

The Web Sites are controlled from Chevron's headquarters that are located at 6001 Bollinger Canyon Road, San Ramon, CA, in the United States of America. Chevron makes no representations that the Web Site and its contents are appropriate, suitable, or available for use in any other location. If you use the Web Site from another location, you are solely responsible for complying with all applicable laws where you are located. Chevron prohibits all use of the Web Sites' contents that in any way violates any local laws or that is detrimental to Chevron or the Chevron brand.

### **10. Liability Disclaimer**

EACH PARTICIPANT IN THE PROGRAM, AS A CONDITION OF PARTICIPATING, RELEASES AND AGREES TO INDEMNIFY AND HOLD HARMLESS CHEVRON, THEIR RESPECTIVE PARENTS, AFFILIATES, SUBSIDIARIES, RELATED COMPANIES, MARKETERS, RETAILERS, ADVERTISING AND PROGRAM AGENCIES AND ALL OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS AND ASSIGNS FROM ANY AND ALL LIABILITY FOR ANY INJURIES, LOSS OR DAMAGE OF ANY KIND TO PERSON(S), INCLUDING DEATH, AND PROPERTY ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY FROM PARTICIPATION IN THE PROGRAM AND ANY PROGRAM RELATED ACTIVITY. THESE TERMS AND CONDITIONS, AND THE WEB SITE AND ITS CONTENTS ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED. CHEVRON SPECIFICALLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, INCLUDING THE ACCURACY OR COMPLETENESS OF THE WEB SITES OR THE TERMS AND CONDITIONS. CHEVRON AND ITS AFFILIATED ENTITIES WILL NOT BE LIABLE FOR ANY DAMAGES, INJURIES, COSTS, OR EXPENSES OF ANY KIND DIRECTLY OR INDIRECTLY RELATED TO OR ARISING FROM THE USE OF THE WEB SITE, INCLUDING YOUR RELIANCE UPON THE INFORMATION CONTAINED IN THE WEB SITE OR IN THE TERMS AND CONDITIONS. CHEVRON IS NOT RESPONSIBLE FOR ANY TYPOGRAPHICAL OR OTHER ERROR IN THE WEB SITE, THE TERMS AND CONDITIONS OR ANY PROGRAM MATERIALS OR FOR INCOMPLETE, LOST, LATE, DAMAGED, ILLEGIBLE OR MISDIRECTED EMAIL OR PROJECT SUBMISSIONS OR FOR ANY TECHNICAL

PROBLEMS, MALFUNCTIONS OF ANY TELEPHONE LINES, COMPUTER SYSTEMS, SERVERS, PROVIDERS, HARDWARE/SOFTWARE, LOST OR UNAVAILABLE NETWORK CONNECTION OR FAILED, INCOMPLETE, GARBLED OR DELAYED COMPUTER TRANSMISSION OR ANY COMBINATION THEREOF. CHEVRON ASSUMES NO RESPONSIBILITY FOR UNDELIVERABLE EMAILS OR PROJECT SUBMISSIONS RESULTING FROM ANY FORM OF ACTIVE OR PASSIVE FILTERING BY A USER'S INTERNET SERVICE PROVIDER AND/OR EMAIL CLIENT OR FOR INSUFFICIENT SPACE IN A USER'S COMPUTER AND/OR EMAIL ACCOUNT. FURTHERMORE, CHEVRON AND ITS AFFILIATED ENTITIES WILL NOT BE LIABLE FOR ANY DAMAGES, INJURIES, COSTS, OR EXPENSES OF ANY KIND, INCLUDING DAMAGES TO ANY PARTICIPANT'S, OR ANY OTHER PERSONS, COMPUTER SYSTEM/SOFTWARE, DIRECTLY OR INDIRECTLY RELATED TO OR ARISING FROM YOUR ACCESS TO OR INABILITY TO ACCESS THE WEB SITE, INCLUDING ANY PERFORMANCE FAILURE, ERROR, OMISSION, TRANSMISSION DELAY, LINE FAILURE, PARTICIPATION OR DOWNLOADING OF ANY MATERIALS IN THIS PROGRAM, OR VIRUS AFFECTING THE WEB SITE.

**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.

### **14. Hyper-links Notice**

You may not create hyper-links to or from the Web Site via your cell phone by way of SMS or MMS texting. If the Web Site is hyper-linked to other sites, by way of non-SMS or MMS platforms, that are not maintained or controlled by Chevron, then Chevron is neither responsible nor liable for the contents of those sites. If you choose to create hyper-links to or from the Web Site or access sites that are hyper-linked to or from the Web Site, then you are agreeing that you are doing so at your own risk and that Chevron will not be responsible nor liable to you for any damages, injuries, costs, or expenses related to or arising from such creation or access. Unless Chevron makes an express statement to the contrary, Chevron does not endorse, implicitly or otherwise, third-party sites that choose to hyper-link to Chevron's Web Site.

### **15. Trademark Notice**

When reasonably practicable or necessary, Chevron will use <sup>™</sup>, SM or ® symbols as subscripts or superscripts to indicate that a word or design mark is claimed by Chevron as proprietary and is asserted to be protected by trademark laws. However, the absence of such designations should not be construed as any indication by Chevron that it does not claim trademark rights to a mark. Unless and until Chevron specifically informs you in writing to the contrary, you should presume that all marks shown on the Web Site are trademarks controlled or used by Chevron and that trademark laws protect them. When reasonably practicable or necessary, Chevron will designate the owner of non-Chevron trademarks. Chevron, the Chevron Hallmark, Texaco, the Star T Logo, TECHRON, and ENERGY FOR LEARNING are trademarks of Chevron Intellectual Property LLC. The above is a partial list of the primary word marks controlled and used by Chevron and does not include all of Chevron's trademarks.

### **16. Copyright Notice**

Photographs, images, graphics, drawings, logos, slogans, text, storyline, audio, and video material shown on the Web Site are protected by applicable copyright laws from unauthorized use, display, distribution, copying, recording, storing, or transmission. By using the Web Site, you agree that you will first obtain Chevron's written permission before you use, display, distribute, copy, record, store, or transmit any material contained on the Web Site that is

protected by copyright. Unless and until Chevron specifically informs you in writing to the contrary, you should presume that copyright laws protect all material shown on this Web Site.

**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 San Joaquin 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).