

# ***Delo® Taking it to the Finish Line Sweepstakes***

## **Sweepstakes Rules (the “Rules”)**

THE SWEEPSTAKES IS ONLY OPEN TO LEGAL RESIDENTS OF THE UNITED STATES (the “**Eligible Region**”). DO NOT ENTER THIS SWEEPSTAKES UNLESS YOU ARE A LEGAL RESIDENT OF, AND LOCATED IN, THE ELIGIBLE REGION AT THE TIME OF ENTRY. **THE SWEEPSTAKES IS ONLY OPEN TO PROFESSIONAL TRUCK DRIVERS WITH A VALID CDL (COMMERCIAL DRIVER’S LICENSE) ISSUED BY ONE OF THE STATES IN THE ELIGIBLE REGION.**

THE SWEEPSTAKES IS SUBJECT TO ALL FEDERAL, STATE, AND LOCAL/MUNICIPAL LAWS. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE A PARTICIPANT’S CHANCE OF WINNING.**

**U.S. SPONSOR/U.S. ADMINISTRATOR:** The Delo Taking it to the Finish Line Sweepstakes (the “**Sweepstakes**”) is offered and sponsored by Chevron Products Company, a division of Chevron U.S.A. Inc. (the “**U.S. Sponsor**”), and administered by Unified Resources, Inc. (the “**U.S. Administrator**”). The U.S. Sponsor is located at 6001 Bollinger Canyon Road, San Ramon, California 94583. The U.S. Administrator is located at 10665 Richmond Ave. Suite 130, Houston, Texas 77042.

This Sweepstakes is in no way sponsored, endorsed, administered by, or associated with Visa® Inc. (“**Visa**”) or NASCAR®. All entrants agree and understand that they are providing their information to the U.S. Sponsor and not to VISA or NASCAR. All questions, comments or complaints regarding the Sweepstakes should be directed to the U.S. Sponsor at the address listed above.

**SWEEPSTAKES PERIOD & SELECTION OF WINNERS:** The Sweepstakes begins on February 1, 2024, 12:01 AM Central Standard Time (“**CST**”) and ends on March 31, 2024, at 11:59 PM CST (the “**Sweepstakes Period**”). The Random drawing will be conducted at the U.S. Administrator’s office.

The Grand Prize drawing will be conducted on or about April 5, 2024, in Houston, Texas, from among all eligible entries received from the Eligible Region. The U.S. Administrator will draw for one (1) Grand Prize winner, one (1) First Place winner and one (1) Second Place winner.

**ELIGIBILITY:** The Sweepstakes is open to legal US residents with valid Commercial Driver’s License (CDL) who have reached the age of majority in their respective state of residence at the time of commencement of the Sweepstakes Period. **Employees (current and retired) of the U.S. Sponsor, the U.S. Administrator and their subsidiaries and their immediate families and/or members of their households are not eligible** to enter the Sweepstakes or win a prize.

## HOW TO ENTER:

### **Entry**

To enter, during the Sweepstakes Period, participants may enter the Sweepstakes by scanning the QR code displayed on promotion materials at participating truck stop locations or by going to [sweeps.delopromos.com](https://sweeps.delopromos.com). Follow the on-screen instructions and complete the registration form by providing all of the information requested. When the form is complete, click the "Submit" button to receive one (1) entry into the Sweepstakes.

**General:** Limit one (1) entry per person or household/email address for the duration of the Sweepstakes Period. Entrants must provide all information requested to be eligible to win. Incomplete, or unintelligible entries will be disqualified. All information provided by entrants becomes the property of the U.S. Sponsor upon the submission of the entry.

**CONDITIONS OF ENTRY:** By entering, entrants agree to accept, abide by and acknowledge compliance with these Rules, including but not limited to all eligibility requirements and the decisions of the U.S. Sponsor and their representatives. The decision of the U.S. Sponsor and their representatives in respect of any matter related to this Sweepstakes (either before or following selection) is final and without appeal.

### **PRIZES:**

**Grand Prize:** One (1) Grand Prize is available to be won in the Eligible Region consisting only of the following:

- NASCAR Race tickets for two (2). Grand Prize Package includes:
  - Airfare for two to Phoenix, Arizona
  - Hotel accommodations for up to 3 nights (one (1) double occupancy room)
  - 2 VIP tickets to the NASCAR Cup Series Championship race on November 10, 2024
  - USD \$500.00 spending cash (Visa Gift Card)

(all items listed above constitute the "Grand Prize").

Total approximate retail value (ARV) of the Grand Prize is USD \$5,000.00.

**First Prize:** One (1) First Prize is available to be won in the Eligible Region consisting only of the following:

- \$2,500.00 Visa Gift Card

(all items listed above constitute the "First Prize").

Total approximate retail value (ARV) of the First Prize is USD \$2,500.00.

Second Prize: One (1) Second Prize is available to be won in the Eligible Region consisting only of the following:

- \$1,000.00 Visa Gift Card

(all items listed above constitute the “Second Prize”).

Total approximate retail value (ARV) of the Second Prize is USD \$1,000.00.

Total ARV of all prizes in the Sweepstakes: \$8,500.00

**GRAND PRIZE REDEMPTION:** Grand Prize TRIP MUST BE TAKEN BETWEEN November 8, 2024 AND November 11, 2024. NASCAR Cup Series Championship Race is on November 10, 2024. If potential winner is unavailable to travel during designated timeframe for any reason, the Grand Prize will be forfeited in its entirety without compensation of any kind and an alternate winner will be selected (time permitting) in a random drawing from among all remaining eligible entries. All expenses not specifically mentioned herein are not included and are solely the winner’s responsibility, including but not limited to: round trip transportation between the Winner’s residence and any airport of origin, meals, hotel room service, laundry service, alcoholic beverages, merchandise, souvenirs, local and long distance telephone calls, tips, gratuities, service charges or taxes. Trip components are subject to change without notice. Booking and cancellation policies as well as terms and conditions apply. Any difference between stated value and actual value will not be awarded. Travel and lodging are subject to availability, certain restrictions and blackout dates. Hotel regulations and conditions apply. Winner and travel guest must travel together on the trip and must travel together from major airport closest to the winner’s residence, as determined by U.S. Sponsor, in its sole discretion. The winner and guest are solely responsible for obtaining any and all necessary travel documents (valid photo I.D., credit card, etc.) before departure. U.S. Sponsor will attempt to accommodate winner’s preferred itinerary, but all specifics thereof will be at U.S. Sponsor’s discretion. If winner and guests cannot comply with these restrictions or any other portion of these Official Rules, the Grand Prize will be forfeited in its entirety and an alternate winner will be chosen at the sole discretion of the U.S. Sponsor; **NO cash alternative will be offered.** Any picture identification requirements associated with air travel are the winner and guest’s responsibility. Flight details are subject to availability and airline carrier’s regulations and conditions may apply. The Trip may not be combined with any other offer and travel may not qualify for frequent flyer miles. If any guest is under the age of majority in his or her state of residence (a “Minor”), the winner must be Minor’s parent or legal guardian. The winner and his or her guests must travel together on the same itinerary and must possess all required travel documents and comply with any applicable hotel check-in requirements, such as presentation of a major credit card. All taxes (including but not limited to hotel taxes) are the sole responsibility of the winner. Winner will receive an IRS Form 1099 reflecting the actual final retail value of his/her prize. Trip components may not be sold, traded, transferred, rescheduled

to dates not within the fulfillment period set forth above, or refunded. The winner or the guests are responsible for any charges for making changes to hotel, flights or ground transportation reservations. Grand Prize is not redeemable for cash. U.S. Sponsor reserves the right to substitute Grand Prize or portions thereof with a prize of equal or greater value if an element listed or any portion thereof is unavailable for any reason.

**General Prizes Notification and Redemption:** The selected entrants will be notified by telephone via the number provided in their entry, and/or by email provided in their entry and will have **2 business days** from the date of the notification to respond by following the instructions provided in such notification (a notification by registered mail to the potential winner will be deemed to have been received after **2 days** from the date of mailing). Upon receipt, the selected entrant and traveling guests, if any, must fill out and sign and return U.S. Sponsor's declaration and release form, confirming compliance with the Rules and releasing the U.S. Sponsor, the U.S. Administrator and their affiliates, and respective advertising and promotional agencies from all liability. This form must be returned to the U.S. Administrator's office within **2 business days** of it having been sent. If the selected entrant cannot be contacted, fails to complete, sign and return the declaration and release form within the time frames stated in this paragraph or if any such person otherwise fails to comply with these Rules, he or she will be disqualified and an alternate entrant may, at the sole discretion of the U.S. Sponsor, be selected in his or her place by randomly drawing from among all remaining eligible entries received. The U.S. Sponsor is not responsible for late, lost, stolen, delayed, illegible, incomplete, destroyed, misdirected or unsuccessful efforts to notify selected entrants. All prizes must be accepted as awarded in the name of the winner and may not be transferred, exchanged, or assigned prior to pick-up, and have no cash surrender value in whole or in part. The U.S. Sponsor reserves the right to substitute any of the prizes or any portion thereof for a prize of at least equal value in the event of unavailability, or for any reason whatsoever. The U.S. Sponsor is not responsible if the prize is lost, stolen or mutilated and the prize will not be replaced. For U.S. participants, the value of the prize may be taxable as income; winners are responsible for any applicable taxes. All taxes, fees, duties and surcharges on the prize and/or the redemption thereof are the sole responsibility of the winner(s). Winners must agree to provide required personal information to the U.S. Sponsor in order to generate tax documents, if required. Each winner agrees to indemnify and hold harmless the U.S. Sponsor, their employees and agents from and against any liability for such taxes.

**OTHER TERMS AND CONDITIONS:** By entering the Sweepstakes, each entrant agrees that if they are a winner of any prize and they accept their prize the U.S. Sponsor may use his/her name, statements, likeness and/or photograph, in any and all media, and in any and all future advertising or publicity, without further consideration (without limiting the generality of the foregoing, the prize winner's release will include all consents the U.S. Sponsor require, except where prohibited by law. BY ACCEPTING A PRIZE, EACH WINNER AGREES THAT THE U.S. SPONSOR, NASCAR AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, ADVERTISING AND PROMOTIONAL AGENCIES, (INCLUDING THE U.S. ADMINISTRATOR), AND ALL OF THE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS OF THE U.S. SPONSOR, THEIR SUBSIDIARIES AND AFFILIATES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND WILL BE HELD

HARMLESS BY EACH WINNER FOR, ANY LIABILITY, INJURY, LOSS OR DAMAGES OF ANY KIND, TO WINNER OR OTHER PERSONS, INCLUDING (WITHOUT LIMITATION) INJURIES, LOSS OR DAMAGES ARISING OUT OF OR RELATING TO DEATH, INJURIES, DAMAGES OR LOSSES TO PROPERTY, DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF A PRIZE OR PARTICIPATION IN THIS SWEEPSTAKES OR ANY SWEEPSTAKES OR PRIZE ACTIVITY.

**MISCELLANEOUS:** All entries become the sole property of the U.S. Sponsor and will not be returned. If, for any reason, the Sweepstakes cannot be run as planned, including due to tampering, unauthorized intervention, fraud, technical failure, human error or any other causes beyond the control of the U.S. Sponsor that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, the U.S. Sponsor reserves the right, in its sole discretion, to disqualify any person who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes. The U.S. Sponsor will not be held to award more prizes than as set out in these Rules. The U.S. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, theft or destruction or unauthorized access to, or alteration of, entries. No communication or correspondence related to the Sweepstakes shall be exchanged with entrants except as provided for in these Rules or at the U.S. Sponsors' initiative. If a section of the Rules is declared or deemed illegal, unenforceable or invalid by a competent court, that section shall be considered invalid, but all unaffected sections will be applied within the limits of the law. For the purposes of these Rules, the entrant is the person whose name appears on the entry registration form and it is to this person to whom the prize will be awarded if he/she is selected and declared a winner.

**CAUTION:** ANY ATTEMPT BY AN ENTRANT TO OBTAIN MORE THAN THE STATED NUMBER OF MAXIMUM ENTRIES OR DELIBERATELY DAMAGE ANY ENTRIES OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE U.S. SPONSOR RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO SEEK REMEDIES AND DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW AND/OR CANCEL, TERMINATE, MODIFY OR SUSPEND THE SWEEPSTAKES.

**ARBITRATION/CHOICE OF LAW:** Except where prohibited, participants in the Sweepstakes agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prizes awarded, or the administration of the Sweepstakes or the determination of a winner, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration, to take place in the U.S.A. pursuant to the Rules of the American Arbitration Association, (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THIS SWEEPSTAKES BUT IN NO EVENT SHALL ATTORNEYS' FEES BE AWARDED; AND (3) UNDER NO CIRCUMSTANCE WILL A PARTICIPANT BE PERMITTED TO OBTAIN AWARDS FOR, AND PARTICIPANTS HEREBY WAIVE ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL AND CONSEQUENTIAL DAMAGES AND ANY OTHER SIMILAR DAMAGES, AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. Except where prohibited, all

issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of participant(s) and the U.S. Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the state of Texas without regard to conflicts of law doctrine.

**PRIVACY:** By completing the entry form, all entrants consent to the collection, use and distribution of their personal information by the U.S. Sponsor solely for the purposes of: (i) running the Sweepstakes. (ii) publicity usages, including as permitted by any release signed; and (iii) receiving marketing information from the U.S. Sponsor regarding its products and services; provided that the entrants opt in (by checking the opt in box on the entry form). Personal information is defined as anything that identifies an entrant as an individual, such as home telephone number, age, home address, email address or gender. The U.S. Sponsor may share entrant personal information with the U.S. Sponsors' affiliates, agents and representatives, solely for the purposes set out above. The U.S. Sponsor will not otherwise sell or transmit this information to any other third parties. Personal information may be stored or processed in the United States, and may therefore be subject to the laws of that jurisdiction. For more information on the U.S. Sponsor's handling of personal information, see the Privacy Policies for the U.S. Sponsor at <https://www.chevron.com/privacy>. Any inquiry concerning the personal information held by the U.S. Sponsor should be addressed to the U.S. Sponsor as follows: (i) For U.S. entrants, Privacy Officer, Chevron Products Company, a division of Chevron U.S.A. Inc., 6001 Bollinger Canyon Road, San Ramon, California 94583.

**WINNERS LIST:** For the name of the winner, send a self-addressed stamped, #10 envelope to: Delo Taking it to the Finish Line Sweepstakes Winners List Request, 10665 Richmond Ave, Suite 130, Houston, Texas 77042. Requests for Winners Lists must be received by November 15, 2024.

VISA® and NASCAR® are not sponsors of the Sweepstakes. Their trademarks are the property of their respective owners.